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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
BLDG ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

## TREASURE ISLAND DEVELOPMENT AUTHORITY MEETING AGENDA

January 12, 2011 – 1:30 P.M.

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

### DIRECTORS

Claudine Cheng, *President*  
Mark Dunlop  
Larry Mazzola, Jr.  
Jean-Paul Samaha, *Secretary/VP*

Larry Del Carlo  
John Elberling, *CFO*  
Linda Richardson  
Supervisor Jane Kim (*Ex-Officio*)

Mirian Saez, Director of Island Operations  
Peter Summerville, Commission Secretary

GOVERNMENT  
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### ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment (*Discussion Item*) \*\*\*In addition to General Public Comment, Public Comment will be held during each item on the agenda.\*\*\*  
*Estimated Length of Item: 10 minutes*
3. Reports
  - a. Report by Director of Island Operations (*Discussion Item*)  
*Estimated Length of Item: 10 minutes*
  - b. Report by Office of Economic & Workforce Development (*Discussion Item*)  
*Estimated Length of Item: 10 minutes*
  - c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (*Discussion Item*)  
*Estimated Length of Item: 5 Minutes*



4. Communications (*Discussion Item*)  
*Estimated Length of Item: 5 minutes*
5. Ongoing Business by Board of Directors (*Discussion Item*)  
*Estimated Length of Item: 5 Minutes*
6. **CONSENT AGENDA**  
*Estimated Length of Item: 5 minutes*

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board ("Authority Board") and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a. Approving the Minutes of the December 12, 2010 Meeting (*Action Item*)
7. Draft Transition Housing Rules and Regulations Presentation (*Discussion Item*)  
*Estimated Length of Item: 30 minutes*
8. Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Exhibits to the *Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC.*, including the (a) Land Use Plan; (b) Phasing Plan; (c) Infrastructure Plan; and (d) Housing Plan; and (ii) the Draft *Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project* (*Discussion Item*)  
*Estimated Length of Item: 45 minutes*
9. Discussion of Future Agenda Items by Directors (*Discussion Item*)  
*Estimated Length of Item: 5 Minutes*
10. **POSSIBLE CLOSED SESSION**  
**\*\*\*If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting\*\*\***
  - a. Public comment on all items relating to closed session
  - b. Vote on whether to hold closed session to confer with real property negotiators (*Action item*)

- 1). **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
*Persons negotiating for the Authority:* Rich Hillis, Michael Tymoff, Jon Yolles  
*Persons negotiating with the Authority:* United States Navy, Treasure Island Community Development LLC,  
*Property:* Former Naval Station Treasure Island



*Under Negotiation:*

Price: \_\_\_\_\_ Terms of payment: \_\_\_\_\_ Both: X

c. Reconvene in open session (*Action item*)

i. Possible report on action taken in closed session under Agenda Item 10 (Government Code section 54957.1(a)(1) and San Francisco Administrative Code Section 67.12)

ii. Vote to elect whether to disclose any or all discussions held in closed session (*San Francisco Administrative Code Section 67.12*).

11. Adjourn

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

*If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.*

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The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

**Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission



at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

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(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>





























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WWW.SFGOV.ORG/TREASUREISLAND

## MEMO

To: Mirian Saez, Director of Island Operations

From: Frishtah Afifi, Project Administrator

Date: 01/12/11

RE: Finance Report

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This report summarizes revenues deposited and expenses recorded from July 1, 2010 through December 31, 2010 for TIDA Operations.

**Revenues** received overall are slightly above target at **\$4,254,500**, or 53% of the FY 2010-11 budget forecast.

The TIDA booked Special Events revenues are at 110% due to four major annual events (Oracle World, Dragon Boat Festival, Treasure Island Music Festival, and the Safeway Corporate) occurring during the first half of the fiscal year. The Joint Venture booked Special Event revenues are at 43% and will be on target once the revenues for December 2010 are booked.

On the other hand, the Cell Site/Banner revenues are below target at 27%. Reservation for the rental of the banner space on Yerba Buena Island has been declining although the space is currently reserved by Spare the Air campaign. Staff is working on improving banner revenues in 2011.

**Expenses** are at **\$6,900,780** or 86% of the FY 2010-11 budget forecast. A large portion of the expenses are the City Department Work-Orders (\$3, 965,563) which are encumbered at the beginning of the fiscal year.

The Professional Services category is at \$557,925, or approximately 38 %. The expenditure line is below target because Catholic Charities at the Childcare Center has not invoiced TIDA Operations for their services during the first half of the fiscal year in accordance with the MOU between TIDA and Catholic Charities.

Finally, the Administration costs are at \$17,500 or approximately 20%.

The TIDA Operations revenues spreadsheet and expenditures spreadsheet are included with this Memo.







Expenses		TIDA A	FY 10-11	FY 10-11 Actuals	FY 10-11 Encumbered Amounts	FY 10-11 Actuals
<b>12/31/10 - DRAGON TIDA OPERATIONS EXPENSES</b>						
<b>ADMINISTRATION</b>						
MISC-REGULAR (Salaries)			Under GSA's Budget			\$5,000
RETIRE CITY MISC FRINGE BENEFITS			Under GSA's Budget			\$5,085
TRAVEL COSTS						\$800
TRAINING COSTS						\$2,560
LOCAL FIELD EXP						\$410
MEMBERSHIP FEES						\$6,745
PROMOTIONAL AND MARKETING EXPENSE						\$745
DELIVERY & POSTAGE						\$10,000
OFFICE RENTALS & LEASED EQUIPMENT						\$13,000
OFFICE MATERIALS & SUPPLIES						\$14,400
OTHER CURRENT ADMINISTRATIVE EXPENSES						\$20,000
<b>TOTAL ADMINISTRATION</b>			<b>\$88,400</b>		<b>\$17,500</b>	<b>\$70,900</b>
<b>PROFESSIONAL &amp; SPECIALIZED SERVICES</b>						
TREASURE ISLAND BOYS & GIRLS CLUB HOUSE						\$133,000
CHILD CARE - FACILITY						\$52,000
THDI-OPERATING CONTRACT						\$157,500
TI GYM OPERATIONS YMCA						\$75,210
MARINE SALVAGE						\$142,500
GCEA - PUBLIC ART HISTORICAL PRESERVATION						\$44,045
SCAVENGER SERVICES (GOLDEN GATE DISPOSAL)						\$15,000
JANITORIAL SERVICES (Toolworks)						\$9,953
FOUNDATIONS MAINTENANCE RUBICON						\$1,951
PROTECTIVE SECURITY SERVICES						\$25,000
TIDA DIRECTOR'S LIABILITY INSURANCE						\$12,690
OTHER PROFESSIONAL SERVICES						\$51,300
<b>TOTAL PROFESSIONAL &amp; SPECIALIZED SERVICES</b>			<b>\$1,470,600</b>		<b>\$557,925</b>	<b>\$912,675</b>
<b>CITY DEPARTMENTAL &amp; SPECIALIZED SERVICES</b>						
DEPARTMENT OF PARKING AND TRAFFIC						\$8,000
CONTROLLERS OFFICE						\$0
DDIS SERVICES (AAO)						\$40,000
DEPARTMENT OF BUILDING INSPECTION						\$0
RISK MANAGEMENT INSURANCE CONSULTING						\$8,000
GENERAL SERVICES AGENCY						\$1,104,260
GF-CITY ATTORNEY-LEGAL SERVICES (AAO)						\$180,000
GF-HR/MGMT TRAINING (AAO)						\$3,000
IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)						\$3,500
IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)						\$3,500
IS-PURCH-REPRODUCTION (AAO)						\$3,500
GF-PUC-HATCH HETCHY (AAO) (\$650,000 Utility Bills, 135,000 Generators, \$200,000 MOU)						\$6,000
SR-DPW-BUILDING REPAIR (AAO)						\$998,000
SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES						\$979,000
SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES						\$188,480
SR-DPW-BUREAU OF URBAN FORESTRY SERVICES						\$80,265
SR-DPW-BUREAU OF OPERATIONS (Classified under BBR FY 09-10)						\$160,000
FACILITIES MANAGEMENT SERVICES (DEPT. OF REAL ESTATE)						\$0
TIDA FACILITIES MANAGEMENT SERVICES						\$28,236
SPECIAL CAPITAL IMPROVEMENT PROJECTS						\$256,772
TOTAL CITY DEPARTMENT WORK-ORDERS			<b>\$4,108,013</b>		<b>\$3,965,563</b>	<b>\$142,450</b>
<b>TOTAL OPERATIONS EXPENDITURES</b>			<b>\$5,667,013</b>		<b>\$4,540,988</b>	<b>\$1,126,025</b>
<b>SURPLUS AVAILABLE FOR DISTRIBUTION TO PUBLIC SAFETY</b>			<b>\$2,359,792</b>		<b>\$2,359,792</b>	
<b>TOTAL EXPENDITURES</b>			<b>\$8,026,805.00</b>		<b>\$6,900,780</b>	
<b>TOTAL REVENUES</b>			<b>\$8,026,805.00</b>			







Ending Deposit #392  
(FOR FY10-11 REVENUES - ENDING JUNE 30, 2011)

TIDA 2010-11 REVENUE SOURCES [Mtg - 1/12/11]	FY 10-11 TIDA Board Approved Budget	FY 10-11 TIDA Deposits as of 12/31/10	Percentage
Joint Venture Special Events	\$377,410	\$160,789	42.60%
TIDA Special Events Revenues	\$157,000	\$171,100	108.98%
TI Commercial Revenues	\$2,021,030	\$928,274	45.93%
All Film Revenues	\$12,000	\$30,500	254.17%
Cellsites/ Banner Revenues	\$399,550	\$107,244	26.84%
Maritime Revenues	\$90,000	\$46,650	51.83%
John Stewart Company Housing Revenues	\$4,680,395	\$2,650,893	56.64%
Other Housing CAM Revenues	\$139,420	\$68,083	48.83%
Carryforwards	\$150,000	\$90,916	60.61%
<b>Grand Totals</b>	<b>\$8,026,805</b>	<b>\$4,254,449</b>	<b>53%</b>







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WWW.SFTREASUREISLAND.ORG

To: Treasure Island Development Authority Board of Directors  
From: Mirian Saez, Director of Island Operations  
Date: January 8, 2011  
Re: Use Permit and Film Permit Waivers and Reductions

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The following waivers and reductions were granted for short-term Use Permits and Film Permits between December 4, 2010 and January 8, 2011

Waivers:

- San Francisco Department of Emergency Management – Admiral's Conference Room – January 6, 2011
- San Francisco Police Department – Hangar 3 – December 22, 2010
- Berkeley Police Department – Yerba Buena Island Quarters 3 – 7 – December 15, 2010
- Toolworks – Casa de la Vista – December 14, 2010
- Bay Area Rapid Transit (BART) District – December 6, 2010 – exterior location film production

Reductions:

*None*









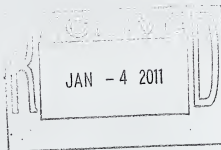
# SAN FRANCISCO POLICE DEPARTMENT

850 Bryant St  
SAN FRANCISCO, CA. 94103  
OFFICE #: (415) 553-1373  
FAX # (415) 553-1073



## Fax Transmittal Sheet

**DATE:** January 4, 2011  
**AGENCY:** Treasure Island  
**FAX NUMBER:** (415) 274-0299  
**ATTENTION:** Marianne  
**SENT BY:** Ofc. Larry Bertrand  
**PHONE #:** (415) 553-7959  
**COMMENTS:**



Marianne,

Please find attached the incident reports for December for Treasure Island.

Please call if you should have any questions.

Thank you.

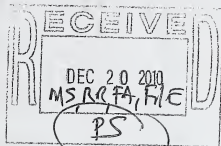
Larry Bertrand

Number of pages, Including Cover Sheet: 2









## MEMORANDUM

**To:** Mirian Saez, Director of Operations, Treasure Island Development Authority

**cc:** Suzanne Wood, Edison Capital    Jack Gardner, JSCO    Ned York, JSCO  
John Stewart, JSCO    Loren Sanborn, JSCO    Connie Le, JSCO  
Paula Schlunegger, JSCO    Lynny Lee, JSCO

**From:** Michael Smith-Heimer *MSH*

**Date:** December 16, 2010

**Subject:** Percentage Rent for Treasure Island Housing Project Sublease for November 2010

Enclosed is our payment of Percentage Rent in the amount of \$401,587 for the November period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

### Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of November 2010, Actual Total Revenues were 3% above Budgeted Total Revenues while Actual Total Operating Expenses were over Budgeted Total Operating Expenses by about 6.9%. The result was that Funds Available for Distribution were below budget by about 1.5%.

### Calculation of Percentage Rent

Based on operations, a total of \$422,723 in adjusted Gross Revenues after costs of operations are available for distribution for the November period. These revenues are distributed as follows:

<u>November 2010 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$422,723	\$429,163
Percentage rent for TIDA	\$401,587	\$407,705
Percentage rent for JSCO	\$21,136	\$21,458

This percentage rent breakdown reflects the current year split by TIDA/JSCO. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.



## COMPARISON TO BUDGET November 2010

	November			YEAR TO DATE		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Total Revenue	967,388	938,883	28,505 3.04%	10,680,873	10,327,713	353,160 3.42%
Marketing	4,388	5,236	(848) -16.20%	53,560	57,586	(4,036) -7.01%
Administrative	61,471	78,584	(17,113) -21.78%	719,558	864,424	(144,866) -16.76%
Utilities	123,628	134,935	(11,307) -8.38%	1,410,564	1,484,285	(73,721) -4.97%
O&M	143,001	147,200	(4,199) -2.85%	1,861,895	1,619,200	242,695 14.99%
Tax Ins (inc. community room and finance exp)	29,448	34,105	(4,657) -13.66%	420,566	375,155	45,411 12.10%
Rent	47,765	47,160	605 1.28%	522,026	518,760	3,266 0.63%
Reserves	-	-	-	69,360	69,360	- 0.00%
Replacement (excl. anticipated draw)	134,965	62,500	72,465 115.94%	766,250	687,500	78,750 11.45%
Total Expenses	544,666	509,720	34,946 6.86%	5,823,779	5,606,920	147,499 2.63%
Available for Distribution	422,723	429,163	(6,440) -1.50%	4,857,094	4,720,793	136,301 2.89%
Available for Distribution	422,723	429,163	(6,440) -1.50%	4,857,094	4,720,793	136,301 2.89%
TIDA	401,587	407,705	(6,118) -1.50%	4,614,239	4,484,753	129,486 2.89%
JSCO	21,136	21,458	(323) -1.50%	242,855	236,040	6,814 2.89%



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Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TR100	Villages at Treasure	7141-000	% Rent - TIDA	% Rent	12/17/2010		Nov10 % Rent	401,587.00
Payor: TREASURE ISLAND-RES.					Date	Check No.	Check Amount	
Payee: Treasure Island Dvlpmnt Authority					12/17/2010	010044	401,587.00	

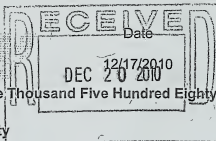
Retain this statement for your records

AP2000 (Rev. 01/05) www.paycom



TREASURE ISLAND-RES.  
The John Stewart Company, Trustee  
1388 Sutter Street, 11th Fl  
San Francisco, CA 94109

WestAmerica Bank  
90-4021/1211  
Sausalito, CA 94965



Check No.

Check Amount

010044

\$401,587.00

Four Hundred One Thousand Five Hundred Eighty Seven AND 00/100 Dollars

Pay to the order of:

Treasure Island Dvlpmnt Authority  
2nd Floor, Treasure Island  
One Avenue of the Palms  
San Francisco, CA 94130

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

10044 12172010 0506928621











**TREASURE ISLAND / YERBA BUENA ISLAND  
REDEVELOPMENT PROJECT  
PUBLIC MEETINGS – 2000 TO JANUARY 2011**

The following is a list of the Public meetings held related to the redevelopment planning for former Naval Station Treasure Island. The list includes meetings of the Treasure Island Development Authority Board (TIDA), the Treasure Island/Yerba Buena Island Citizens Advisory Board (CAB) and its subcommittees, Committees of the Board of Supervisors, and other regional and state governmental and public interest organizations.

- 1. June 14, 2000**  
**TIDA**  
Presentation, discussion and approval of a resolution for the submission of the Economic Development Conveyance (EDC) application to the United States Navy.  
  
Presentation, discussion and approval of a resolution for the issuance of the Request for Qualifications (RFQ) for a primary developer.
- 2. December 21, 2000**  
**TIDA**  
Presentation, discussion and approval of a resolution for the issuance of the Request for Qualifications for consultant services in order to assist in the evaluation of the responses to the primary developer RFQ.
- 3. January 18, 2001**  
**CAB**  
Presentation and discussion on the issuance for the RFQ for a primary developer.
- 4. February 15, 2001**  
**CAB**  
Update and discussion on the responses to the RFQ for a primary developer.
- 5. March 7, 2001**  
**CAB**  
Review of the responses to the RFQ for a primary developer. CAB designates subcommittee to evaluate responses to RFQ.
- 6. May 2, 2001**  
**CAB - Planning & Development Subcommittee**  
Discuss and prepare report for full CAB to present to TIDA on the Subcommittee findings and review of the responses to the RFQ.
- 7. May 17, 2001**  
**CAB**  
Report and discussion by Planning & Development Subcommittee on the evaluation and discussion of the responses to the RFQ for a primary developer.
- 8. May 29, 2001**  
**CAB - Planning & Development Subcommittee**  
Prepare report for full CAB to present to TIDA on the Subcommittee findings and review of the responses to the RFQ.



Discussion on the changes made to the RFP. Presentation and discussion of CAB comments and summary of concerns on the draft RFP.

Resolution authorizing the Ex. Dir. To issue a focused RFP to Treasure Island Community Development, LLC.

25. July 17, 2002

**TIDA**

Introduction and presentation on the response to the focused RFP for the redevelopment of the former Naval Station. TICD provided additional copies the Board of Supervisors, the CAB, City Departments, State Agencies, several interested individuals, and at the Public Library.

26. July 18, 2002

**CAB**

Introduction and presentation of draft response to the RFP.

Announcement of several public meetings scheduled at various locations for the review and comment of the draft response to the RFP.

27. August 1, 2002

**CAB – Planning and Development Subcommittee**

Review of the draft response to the focused RFP. Subcommittee Chair appoints additional subcommittees and subcommittee members.

28. August 6, 2002

**CAB – Transportation and Infrastructure Subcommittee**

Review draft response to focused RFP as related to transportation and infrastructure.

29. August 12, 2002

**CAB – Urban Design Subcommittee**

Review draft response to focused RFP as related to urban design, environment and open space and tidelands trust.

30. August 13, 2002

**CAB and TIDA**

Public workshop and discussion of draft response to the focused RFP.

31. August 14, 2002

**TIDA**

Presentation and discussion of specific portions of the Draft response to the RFP - economic and business plan, compliance with EDC application, transit issues, landscaping, and housing, density and parking issues, how revenues are generated, and phases of construction.

32. August 15, 2002

**CAB**

Presentation and discussion of specific portions of the draft response to the RFP. Discussion of issues and topics as presented at the TIDA meeting on August 14. Reports presented by Chair if each subcommittee on the review process of the draft response to the RFP.



33. August, 17, 2002      **CAB**  
Public Workshop and presentation and discussion of specific portions of the draft response to the RFP.
34. August 20, 2002      **CAB - Urban Design Subcommittee**  
Discussion and review of the Draft response to the RFP as related to urban design, environment, open space and tidelands trust.
35. August 22, 2002      **CAB - Transportation & Infrastructure Subcommittee**  
Discussion and review of the draft response to the RFP as related to transportation and infrastructure.
36. August 22, 2002      **CAB - Housing & Community Benefits Subcommittee**  
Discussion and review of draft response to the RFP as related to housing and community benefits.
37. August 28, 2002      **CAB - Urban Design Subcommittee**  
Discussion and review of the draft response to the RFP as related to urban design, environment, and tidelands trust.
38. September 10, 2002      **CAB - Housing and Community Benefits Subcommittee**  
Discussion and review of draft response to the RFP as related to housing and community benefits.
39. September 11, 2002      **TIDA**  
Presentation and discussion of specific portions of the draft response to the RFP - regarding open spaces and housing typology.
40. September 11, 2002      **CAB - Urban Design Subcommittee**  
Discussion, review and prepare comments on the draft response to the RFP as related to urban design, environment, and Tidelands Trust.
41. September 12, 2002      **CAB - Transportation & Infrastructure Subcommittee**  
Discussion, review and prepare comments on the draft response to the RFP as related to transportation and infrastructure.
42. September 19, 2002      **CAB**  
Presentation and Discussion of draft response to the RFP as related to the business plan. CAB members finalize report for TIDA on recommendations and changes to the draft response to the Focused RFP.
43. October 9, 2002      **TIDA**  
CAB Chair presents report and recommendations for changes to the draft response to the focused RFP as generated from the numerous public meetings over past three months on the review of the RFP.  
  
TIDA staff present and discuss a long list of recommendations for the revised response to the focused RFP.



44. January 8, 2003      **TIDA**  
Presentation and discussion of the Revised Response to the RFP. TICA presented revisions to the business and land use plans based on the comments collected during the CAB's review process and numerous public meetings.
45. January 16, 2003      **CAB**  
Presentation of the Revised Response to the RFP. TICA presented an introduction to the revised proposal, citing that most of the changes related to land use and the business plan.
46. January 22, 2003      **CAB - Transportation & Infrastructure Subcommittee**  
Discussion of the Revised Response to the RFP as related to transportation and infrastructure.
47. January 27, 2003      **CAB - Urban Design Subcommittee**  
Discussion of the Revised Response to the RFP as related the urban design, environment and Tidelands Trust.
48. February 7, 2003      **CAB - Housing and Community Benefits Subcommittee**  
Discussion of the Revised Response to the RFP as related to housing and community Benefits.
49. February 11, 2003      **CAB - Urban Design Subcommittee**  
Discussion of the Revised Response to the RFP as related the urban design, environment and Tidelands Trust.
50. February 12, 2003      **TIDA**  
Discussion of the Revised Response to the RFP as related to open space, bike and pedestrian access, transportation management plans, public services, water treatment, affordable housing and infrastructure financing.
51. February 12, 2003      **CAB - Transportation & Infrastructure Subcommittee**  
Discussion of the Revised Response to the RFP.
52. February 13, 2003      **CAB - Housing and Community Benefits Subcommittee**  
Discussion of the Revised Response to the RFP.
53. February 24, 2003      **CAB - Housing and Community Benefits Subcommittee**  
Discussion of the Revised Response to the RFP.
54. February 25, 2003      **CAB - Urban Design Subcommittee**  
Discussion of the Revised Response to the RFP.



55. February 27, 2003

**CAB**

Discussion of the Revised Response to the RFP. Creation and submittal of comments from Chairs of the Housing and Community Benefits, Transportation and Infrastructure and Urban Design Subcommittees to be presented to TIDA.

56. March 12, 2003

**TIDA**

TIDA staff presents comments on the revised response to the RFP. Comments were generated from CAB public meetings, and consultants who reviewed the documents including Economic and Planning Systems, Roma Design, TIHDI's consultant Community Economics and San Francisco Public Utilities Commission. Cites three main categories in report: project feasibility and timing, land use plan and urban design, and economic development and financial impacts to the City of San Francisco. Discussion on the components to be structured in the Exclusive Negotiations Agreement (ENA) and Milestones.

Authorization to issue an RFQ for environmental engineering contractor to assist Authority in negotiations and implementation of an Early Transfer of former Naval Station Treasure Island

57. March 20, 2003

**CAB**

Discussion on the Milestones in ENA with Treasure Island Community Development LLC.

58. April 9, 2003

**TIDA**

Approval of the ENA with Treasure Island Community Development LLC.

59. May 12, 2003

**Board of Supervisors, Land Use Subcommittee**

General discussion of status of planning and negotiations with U.S. Navy.

60. May 14, 2003

**TIDA**

Discussion and authorization to execute a contract with CH2M HILL for environmental engineering and remediation services in support of an Early Transfer for formal Naval Station Treasure Island

61. June 19, 2003

**CAB**

Report of Treasure Island Homeless Development Initiative (TIHDI) and Mayor's Office of Housing re: affordable housing issues

62. July 17, 2003

**CAB**

Presentation by Seifel Consultants re: redevelopment plan process and Mark Mihaly (Shute Mihaly Weinberg LLC) re: State Lands Issues



84. August 11, 2004      **TIDA**  
Presentation of Supplement to Treasure Island Ferry Terminal Location Study.
85. September 7, 2004      **CAB**  
Presentation of environmental remediation issues by TIDA's environmental engineering contractor, CH2M Hill.
86. October 5, 2004      **CAB**  
Presentation of updated Land Use and Open Space plans by TIDC.
87. October 13, 2004      **TIDA**  
Presentation of updated Land Use and Open Space plans by TIDC.
88. October 19, 2004      **CAB – Urban Design Subcommittee**  
Discussion of updated Land Use and Open Space plans by TIDC.
89. October 23, 2004      **SPUR**  
Presentation and discussion of updated Land Use and Open Space plans by TIDC.
90. November 9, 2004      **CAB**  
Discussion of and comments on updated Land Use and Open Space plan.  
  
Presentation of Draft Affordable Housing Plan.
91. November 10, 2004      **TIDA**  
Discussion of updated Land Use and Open Space plan.  
  
Presentation of Draft Affordable Housing Plan.
92. November 17, 2004      **Community Meeting, hosted by Arc Ecology**  
Presentation and discussion of updated Land Use and Open Space plans by TIDC.
93. December 9, 2004      **TIDA**  
Presentation and discussion of updated Draft Affordable Housing Plan.
94. January 11, 2005      **CAB**  
Presentation of Draft Infrastructure and Phasing Plan.
95. January 12, 2005      **TIDA**  
Presentation of Draft Infrastructure and Phasing Plan.
96. January 25, 2005      **CAB – Urban Design and Infrastructure and Planning and Development Joint Subcommittee Meeting**  
Discussion of Draft Infrastructure and Phasing Plan.



97. February 1, 2005      **CAB**  
Discussion of and formalization of comments on Draft Infrastructure and Phasing Plan.
98. March 1, 2005      **CAB**  
Presentation of Draft Sustainability Plan by San Francisco Department of the Environment.
99. March 9, 2005      **TIDA**  
Discussion of Draft Infrastructure and Phasing Plan.  
  
Presentation of Draft Sustainability Plan by San Francisco Department of the Environment.  
  
Presentation of Environmental Clean-up Cost Estimates by TIDA environmental engineering contractor, CH2M Hill.
100. March 22, 2005      **CAB – Land Use Subcommittee**  
Discussion of Draft Sustainability Plan.  
  
Presentation by Karen Kho Director of Green Building for the Alameda County Waste Management Authority and Larry Mayers, Director of Housing for Michael Willis Architects on sustainable design.
101. April 6, 2005      **BOS – Land Use Subcommittee**  
Presentation of the revised Land Use Plan and an update on the project.
102. April 13, 2005      **TIDA**  
Discussion of the Draft Sustainability Plan.
103. May 3, 2005      **CAB**  
Update and Discussion of the Programmatic EIR for the transfer of the property from the Navy to TIDA.
104. May 5, 2005      **TIDA & San Francisco Planning Commission**  
Certification of the Programmatic EIR for the transfer of the property of from the Navy to TIDA.
105. June 14, 2005      **CAB & Public Workshop**  
Public Workshop including the opportunity for members of the public to rearrange density and intensity of uses on TI.
106. July 12, 2005      **CAB**  
Presentation of the Draft Design for Development Proposal.
107. July 13, 2005      **TIDA**  
Presentation of the Draft Design for Development Proposal.



108. July 26, 2005      **San Francisco Commission on the Environment**  
Presentation of the Draft Treasure Island Sustainability Plan.
109. July 28, 2005      **CAB**  
Subcommittee meeting to discuss the Draft Design for Development Proposal.
110. September 6, 2005      **CAB**  
Subcommittee meeting to discuss the Draft Design for Development Proposal.
111. September 13, 2005      **CAB**  
Full CAB meeting to discuss Draft Design for Development Proposal
112. September 14, 2005      **TIDA**  
Discussion and approval of ENA Extension
113. September 27, 2005      **San Francisco Commission on the Environment**  
Discussion of Draft Treasure Island Sustainability Plan and consideration of possible joint hearing with TIDA.
114. October 12, 2005      **TIDA**  
Discussion of status of project
115. October 17, 2005      **TIDA**  
Discussion of Draft Jobs, Equal Opportunity Program and Community Support Plan. Discussion of Art Park Best Practices.
116. November 7, 2005      **CAB**  
Discussion of Revised Land Use and Open Space Plan.
117. November 9, 2005      **TIDA**  
Discussion of Revised Land Use and Open Space Plan.
118. December 6, 2005      **CAB**  
Discussion of the Revised Land Use Plan and Urban Design Concepts.
119. December 14, 2005      **TIDA**  
Discussion of the Revised Land Use Plan and Urban Design Concepts.
120. January 10, 2006      **CAB**  
Presentation of the Draft Transportation Plan.
121. January 11, 2006      **TIDA**  
Presentation of the Draft Transportation Plan.
122. January 16, 2006      **San Francisco Chamber of Commerce**  
Presentation of Land Use and Transportation Plans



123. January 17, 2006      **CAB**  
Presentation of the Draft Community Facilities Plan.
124. January 23, 2006      **TIDA**  
Presentation of the Draft Community Facilities Plan.
124. January 24, 2006      **CAB Transportation Subcommittee**  
Discussion of the Draft Transportation Plan.
125. January 31, 2006      **CAB Urban Design Subcommittee**  
Presentation of Draft Urban Design principles
126. February 7, 2006      **CAB**  
Discussion of the Draft Land Use Plan and the Draft Transportation Plan.
127. February 15, 2006      **Board of Supervisors Land Use Subcommittee**  
Presentation of the Draft Land Use Plan.
128. February 16, 2006      **CAB Subcommittee**  
Presentation of Draft Community Facilities Plan.
129. February 21, 2006      **CAB**  
Presentation of Draft Phasing Plan.
130. February 22, 2006      **TIDA**  
Presentation of Draft Phasing Plan.
131. February 28, 2006      **SPUR**  
Presentation of Draft Land Use Plan
132. March 7, 2006      **CAB**  
Presentation of Draft Fiscal Impact Analysis.
133. March 8, 2006      **TIDA**  
Presentation of Draft Fiscal Impact Analysis.
134. March 20, 2006      **CAB Urban Design Subcommittee**  
Discussion of Draft Phasing Plan.
135. March 23, 2006      **Green Builders Conference**  
Presentation of Draft Land Use Plan and discussion of green building techniques.
136. April 11, 2006      **CAB**  
Presentation of Draft Housing Plan.



137. April 20, 2006      **Public Workshop on Sustainability hosted by CAB & TIDA**  
Discussion of Draft Sustainability Plan and sustainability elements.
138. May 1, 2006      **CAB Housing Subcommittee**  
Discussion of Revised Housing Plan
139. May 2, 2006      **CAB**  
Discussion of Revised Housing Plan
140. May 10, 2006      **TIDA**  
Presentation of Revised Draft Transportation Plan
141. May 16, 2006      **CAB**  
Presentation of Revised Draft Transportation Plan
142. May 23, 2006      **CAB Transportation & Infrastructure Subcommittee**  
Presentation and Discussion of the Revised Draft Infrastructure Plan
143. May 31, 2006      **TIDA**  
Presentation on the Status of the United States Navy's Environmental Remediation Program
144. June 23, 2006      **Water Transit Authority (WTA) Public Presentation**  
Presentation of Land Use and Transportation Plans
145. July 26, 2006      **TIDA**  
Presentation and vote to extend the Exclusive Negotiating Agreement between TIDA and TIDC; unanimously approved
146. August 1, 2006      **CAB**  
Presentation of Draft Financing Plan & Discussion and approval of minutes from the Infrastructure Sub Committee meeting of May 23, 2006
147. August 15, 2006      **CAB**  
Discussion of Draft Financing Plan
148. August 25, 2006      **TIDA**  
Presentation and discussion of Draft Financing Plan
149. September 19, 2006      **SFPUC Citizen's Advisory Committee Power Subcommittee**  
Presentation of land use plan and discussion of proposed energy services
150. September 26, 2006      **CAB**  
Presentation of Development Plan and Term Sheet for Redevelopment of Naval Station Treasure Island



151. September 27, 2006 **TIDA**  
Presentation of Development Plan and Term Sheet for Redevelopment of Naval Station Treasure Island
152. September 28, 2006 **West Coast Green/Green Building Conference**  
Presentation of sustainability elements and development plan by TIDA Director Blumenfeld and Mayor's Office staff
153. October 5, 2006 **CAB – Transportation & Infrastructure Subcommittee**  
Discussion and review of Transportation and Infrastructure Plans included with Development Plan and Term Sheet
154. October 11, 2006 **CAB/TIDA Joint Hearing**  
Discussion and review of Development Plan and Term Sheet for Redevelopment of Naval Station Treasure Island
155. October 24, 2006 **CAB**  
Presentation of Sustainability Plan  
  
CAB votes 16-0-1 to endorse Development Plan and Term Sheet
156. October 30, 2006 **TIDA**  
Presentation of Sustainability Plan  
  
TIDA votes 6-0 to endorse Development Plan and Term Sheet
157. April 3, 2007 **CAB**  
Presentation of Development Update for the Redevelopment of Former Naval Station Treasure Island
158. June 5, 2007 **CAB**  
Discussion of Yerba Buena Island - Bay Bridge On and Off Ramps
159. September 21, 2007 **West Coast Green/Green Building Conference**  
Presentation of sustainability elements and development plan by Mayor's Office staff
160. October 3, 2007 **CAB**  
Discussion of the EIR process and schedule  
  
Discussion of Design for Development process and schedule
161. October 10, 2007 **TIDA**  
Discussion of the EIR process and schedule  
  
Discussion of Design for Development process and schedule



162. September 21, 2007      **American Society of Landscape Architects Annual Conference**  
Presentation of sustainability elements and development plan by CMG  
Landscape Architects and Mayor's Office staff
163. November 14, 2007      **TIDA**  
Update on Redevelopment Plan adoption process
164. December 12, 2007      **TIDA**  
Update on Navy negotiations
165. January 11, 2008      **Board of Supervisors Land Use Subcommittee**  
Resolution encouraging TIDA and TIDC to Include 50% Affordable  
Housing in the Development Plan
166. January 11-13 2008      **EIR Public Scoping Meetings**
167. February 12, 2008      **CAB**  
Discussion of Board of Supervisor's Resolution encouraging TIDA and  
TICD to Include 50% Affordable Housing in the Development Plan  
  
Discussion and CAB member comments on EIR Notice of Preparation
168. February 13, 2008      **TIDA**  
Discussion of Board of Supervisor's Resolution encouraging TIDA and  
TICD to Include 50% Affordable Housing in the Development Plan  
  
Review of Redevelopment Planning Schedule  
  
Update on Ramps Project Study Report  
  
Closed session on Navy negotiations
169. February 27, 2008      **State Lands Commission**  
Presentation of Land Use Plan Refinements and discussion of Trust  
Exchange Map, path forward for Exchange Agreement
170. March 4, 2008      **CAB**  
Amended and Restated Bylaws to extend length of terms indefinitely  
  
Presentation of Land Use Plan Refinements to frame Design for  
Development process
171. March 12, 2008      **TIDA**  
Second Amendment to Amended and Restated Exclusive Negotiating  
Agreement with TICD  
  
Presentation of Design for Development: Phase 1 and Proposals for Reuse  
of Historic Buildings 1, 2 and 3 by TICD



172. March 27, 2008      **Planning Commission**  
Presentation of Development Plan
173. April 1, 2008      **CAB**  
Discussion of Redevelopment Plan Project Area Committee
- Discussion and feedback on Land Use Plan Refinements to frame Design for Development process and Proposals for Reuse of Historic Buildings 1, 2 and 3
174. April 9, 2008      **TIDA**  
Discussion of Redevelopment Plan Project Area Committee
- Parks and Open Space Governance and Operations Planning process
- Closed session on Navy negotiations
175. May 14, 2008      **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
176. June 10, 2008      **CAB**  
Discussion of State Legislation to Address Potential Requirement for Treasure Island Redevelopment Project Area Committee
177. June 11, 2008      **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
178. July 9, 2008      **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
179. August 5, 2008      **CAB**  
YBI Habitat Management Plan Presentation and Discussion
- Treasure Island Museum Association Presentation
180. September 9, 2008      **CAB**  
Presentation on Sea Level Rise, Perimeter Protection and Drainage, and Geotechnical Design Approach
- Amendment to CAB Bylaws to Include NSTI Resident Members
181. September 18, 2008      **TIDA**



Staff Report by Office of Economic and Workforce Development on  
Redevelopment Plan

Commission

Resolution endorsing the Amended Treasure Island/Yerba Buena Island  
Redevelopment Preliminary Plan and requesting the Planning  
adopt findings related to the selection of the Amended Project Area  
Boundary and the Amended Preliminary Plan

Resolution endorsing the Amended Treasure Island/Yerba Buena Island  
Survey Area and requesting the Board of Supervisors to adopt a resolution  
establishing the Amended Survey Area

182. September 24, 2008 **Yerba Buena Ramps Improvement Project EIR Scoping Meeting**

183. October 7, 2008 **CAB**  
Discussion and Feedback on Sea Level Rise, Perimeter Protection and  
Drainage, and Geotechnical Design Approach Presentation

Amendment to CAB Bylaws to Include NSTI Resident Members

184. October 20, 2008 **Board of Supervisors Land Use Subcommittee**  
Resolution designating and describing the Amended Treasure  
Island/Yerba Buena Island Survey Area in accordance with California  
Community Redevelopment Law

185. October 28, 2008 **Board of Supervisors**  
Resolution designating and describing the Amended Treasure  
Island/Yerba Buena Island Survey Area in accordance with California  
Community Redevelopment Law.

186. October 22, 2008 **TIDA**  
Staff Report by Office of Economic and Workforce Development on  
Redevelopment Plan

187. October 30, 2008 **Department of the Environment Commission**  
Presentation on Yerba Buena Island Habitat Management Plan

188. November 12, 2008 **TIDA**  
Staff Report by Office of Economic and Workforce Development on  
Redevelopment Plan

Treasure Island/Yerba Buena Island CAB Resident Election Informational  
Meeting Announcement

189. November 18, 2008 **CAB NSTI Residents Informational Meeting**  
Informational meeting on CAB NSTI Residents Election



190. November 20, 2008 **Planning Commission**  
Motion adopting findings relating to the selection of an Amended Project Area Boundary and the formulation of an Amended Preliminary Plan for the Treasure Island/Yerba Buena Island Redevelopment Project
191. January 14, 2009 **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
- among  
Water
- Resolution Approving an Amended and Restated Grant Agreement the Municipal Transportation Agency, the San Francisco Bay Area Transit Authority and the Treasure Island Development Authority Regarding the Expenditure and Administration of Grant Funds for the Treasure Island Ferry Terminal Project
- Presentation on Sea Level Rise, Perimeter Protection, Interior Drainage & Grading, and Geotechnical Design Approach
192. February 5, 2009 **Water Emergency Transit Authority (WETA) Board**  
Presentation by Office of Economic and Workforce Development on Redevelopment Project
193. February 9, 2009 **WETA RFP Pre-Bid Conference**  
Presentation by Office of Economic and Workforce Development & WETA staff on Request for Proposals for Ferry Terminal Design services
194. February 11, 2009 **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
- Status of the Navy Environmental Cleanup Program at former Naval Station Treasure Island presented by James B. Sullivan, Navy BRAC Program Management Office West
- 2009/2010 TIDA Budget Presentation
195. March 03, 2009 **CAB**  
Presentation on TI/YBI Streets Network, Bicycle and Pedestrian Circulation Presentation
- Presentation on Treasure Island Community Based Transportation Planning by Department of Public Health and San Francisco Bicycle Coalition
196. March 11, 2009 **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan



Presentation on TI/YBI Streets Network, Bicycle and Pedestrian Circulation Presentation

Presentation on Treasure Island Community Based Transportation Planning by Department of Public Health and San Francisco Bicycle Coalition

**197. April 8, 2009**

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

Informational Presentation on Yerba Buena Island Ramps Improvement Project by San Francisco County Transportation Authority

**198. May 13, 2009**

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

Resolution Authorizing a First Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for Project Management Services and Consultant Services in the Preparation of a Project Report, Environmental Document and Project Engineering for the Yerba Buena Island Ramps

Resolution Approving the Treasure Island Development Authority Fiscal Year 2009-10 Budget and Authorization to Enter into Work-Orders and MOUs for Services with other City Departments, and Authorizing the Director of Island Operations to Submit the Proposed Budget to the Mayor for further Review and Inclusion in the CCSF 2009-10 Budget

Mayor

**199. June 10, 2009**

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

**200. June 18, 2009**

**CAB / Public Open House**

Presentation on Design for Development Phase II: Definition of Three Dimensional Form

**201. June 22, 2009**

**Board of Supervisors – TIDA Budget**

**202. July 8, 2009**

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

Resolution Authorizing Staff to Transmit a Statement of Preparation of a Redevelopment Plan to the State Board of Equalization, the San Francisco Office of the Controller, and all Affected Taxing Entities, and a Report on Projections of any Changes in School Age Population and School



Facilities within the Project Area to the California Department of Finance in Accordance with Sections 33327 and 33328.1(b) of California Community Redevelopment Law

Informational Presentation of the Design for Development Phase II: Definition of the Three Dimensional Form for the Treasure Island Redevelopment Project

**203. September 1, 2009**

**CAB**

Presentation on Infrastructure and Sustainability Updates

**204. September 9, 2009**

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

Development  
Treasure  
Community  
Meeting

Continuation of Informational Presentation of the Design for Phase II: Definition of the Three Dimensional Form for the Island Redevelopment Project by Treasure Island Development from July 8, 2009 TIDA Board

Informational Presentation Regarding Transmittals of: i) a Statement of Preparation of a Redevelopment Plan to the State Board of Equalization, the San Francisco Office of the Controller, and all Affected Taxing Entities and; ii) a Report on Projections of any Changes in School Age Population and School Facilities within the Project Area to the California Department of Finance in Accordance with Sections 33327 and 33328.1(b) of California Community Redevelopment Law

**205. September 12, 2009**

**Treasure Island Residents Community Meetings**

Informational meeting with Treasure Island residents to provide an update on redevelopment plans

**206. September 15, 2009**

**Treasure Island Residents Community Meetings**

Informational meeting with Treasure Island residents to provide an update on redevelopment plans

**207. September 16, 2009**

**Treasure Island Residents Community Meetings**

Informational meeting with Treasure Island residents to provide an update on redevelopment plans

**208. September 17, 2009**

**Treasure Island Residents Community Meetings**

Informational meeting with Treasure Island residents to provide an update on redevelopment plans

**209. October 14, 2009**

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan



Resolution Authorizing a Second Amendment to the Memorandum of Agreement with the San Francisco County Transportation Authority for Project Management Services and Consultant Services for the Preparation of a Project Report and Environmental Document for the Yerba Buena Island Ramps

Presentation on Infrastructure and Sustainability Updates

210. November 9, 2009

**BCDC DRB – Project Overview**

Informational presentation on Treasure Island Redevelopment Project

211. November 18, 2009

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

212. December 9, 2009

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

213. January 5, 2010

**CAB**

Presentation on Draft Yerba Buena Island Habitat Management Plan

214. January 13, 2010

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

215. February 8, 2010

**BCDC DRB – Project Overview**

Informational presentation on Treasure Island Redevelopment Project

216. February 10, 2010

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan. Presentation Overview of Updated Project Budget and Financing.

Board authorized a Third Amendment to the Amended and Restated Exclusive Negotiating Agreement with Treasure Island Community Development LLC; a Seventh Amendment to the Exclusive Negotiating Agreement with Treasure Island Enterprises LLC; and a Fourth Addendum to the Term Sheet for the Disposition and Development Agreement and Ground Lease with Treasure Island Enterprises, LLC. Resolution Authorizing an Exclusive Negotiating Agreement with the San Francisco Public Utilities Commission

217. February 16, 2010

**CAB**

Presentation Overview of Updated Project Budget and Financing



- 218. March 10, 2010**      **TIDA**  
 Staff Report by Office of Economic and Workforce Development on  
 Redevelopment Plan  
  
 Presentation of Updates to Development Plan and Term Sheet.  
 Presentation on the Draft Design for Development Plan
- 219. March 15, 2010**      **Land Use Committee | BOS**  
 Hearing on the status of the redevelopment of former Naval Station at  
 Treasure Island including the land use planning, infrastructure plans, and  
 draft design for development document
- 220. March 16, 2010**      **CAB**  
 Presentation on the Draft Design for Development Plan
- 221. April 7, 2010**      **TIDA**  
 Staff Report by Office of Economic and Workforce Development on  
 Redevelopment Plan  
  
 Endorsement of Updates to the Development Plan and Term Sheet for the  
 Redevelopment of former Naval Station Treasure Island  
  
 Endorsement of the Term Sheet for the Amended and Restated Base  
 Closure Homeless Assistance Agreement with the Treasure Island  
 Homeless Development Initiative  
  
 Endorsement of Terms of Economic Development Conveyance  
 Memorandum of Agreement with the United States Navy
- 122. April 8, 2010**      **Planning Commission**
- 223. April 16, 2010**      **CAB**  
 Presentation on the Draft Design for Development Plan  
  
 Updates to the Development Plan and Term Sheet for the Redevelopment  
 of Former Naval Station Treasure Island with Treasure Island Community  
 Development, LLC  
  
 Term Sheet for the Amended and Restated Base Closure Homeless  
 Assistance Agreement with the Treasure Island Homeless Development  
 Initiative  
  
 Sherry Williams, from TIDHI (Treasure Island Homeless Development  
 Initiative) presents about the history of the TIDHI and City relationship  
 since 1994



224. May 4, 2010 CAB  
Ferry Terminal Conceptual Design Presentation
225. May 10, 2010 **Board of Supervisors Land Use Subcommittee**  
Resolution endorsing the Term Sheet for the Amended and Restated Base Closure Homeless Assistance Agreement with the Treasure Island Homeless Development Initiative.
- Resolution endorsing the Terms of Economic Development Conveyance Memorandum of Agreement for the Transfer of Former Naval Station Treasure Island from the United States Government to the Treasure Island Development Authority.
- Resolution endorsing the Update to Development Plan and Term Sheet for the Redevelopment of Former Naval Station Treasure Island with Treasure Island Community Development, LLC.
226. May 16, 2010 **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
- Ferry Terminal Conceptual Design Presentation
227. June 9, 2010 **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan
- Informational Presentation on Transportation Impact Study
228. June 15, 2010 **Treasure Island Residents Community Meetings**  
Informational meeting with Treasure Island residents to provide an update on redevelopment plans and Proposed Summary of Transition Housing Rules and Regulations
229. June 17, 2010 **Treasure Island Residents Community Meetings**  
Informational meeting with Treasure Island residents to provide an update on redevelopment plans and Proposed Summary of Transition Housing Rules and Regulations
230. June 19, 2010 **Treasure Island Residents Community Meetings**  
Informational meeting with Treasure Island residents to provide an update on redevelopment plans and Proposed Summary of Transition Housing Rules and Regulations
231. July 6, 2010 **CAB**  
Proposed Summary of Transition Housing Rules and Regulations and informational presentation on Transportation Impact Study



232. July 14, 2010

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

Informational Presentation by the United States Navy on On-Going Remediation Activities on former Naval Station Treasure Island and Proposed Summary of Transition Housing Rules and Regulations

233. July 14, 2010

**Budget & Finance Committee - Board of Supervisors**

Recommendation of the Term Sheet for the Amended and Restated Base Closure Homeless Assistance Agreement with the Treasure Island Homeless Development Initiative.

Recommendation of the Terms of Economic Development Conveyance Memorandum of Agreement for the Transfer of Former Naval Station Treasure Island from the United States Government to the Treasure Island Development Authority.

Recommendation of the Update to Development Plan and Term Sheet for the Redevelopment of Former Naval Station Treasure Island with Treasure Island Community Development, LLC.

234. July 20, 2010

**Board of Supervisors**

Approval of the Term Sheet for the Amended and Restated Base Closure Homeless Assistance Agreement with the Treasure Island Homeless Development Initiative.

Approval of the Terms of Economic Development Conveyance Memorandum of Agreement for the Transfer of Former Naval Station Treasure Island from the United States Government to the Treasure Island Development Authority.

Approval of the Update to Development Plan and Term Sheet for the Redevelopment of Former Naval Station Treasure Island with Treasure Island Community Development, LLC.

235. August 18, 2010

**CAB**

Presentation on Draft Environmental Impact Report Plan

236. October 13, 2010

**TIDA**

Staff Report by Office of Economic and Workforce Development on Redevelopment Plan

237. October 19, 2010

**CAB**

Overview and update on the Treasure Island Marina Plan



- 238. December 6, 2010**      **Treasure Island Residents Community Meetings**  
Informational meeting with Treasure Island residents to provide an update on redevelopment plans and Proposed Summary of Transition Housing Rules and Regulations
- 239. December 7, 2010**      **CAB**  
Update on the Proposed Summary of Transition Housing Rules and Regulations  
  
Entitlements Schedule and Transaction Documents Overview
- 240. December 8, 2010**      **TIDA**  
Staff Report by Office of Economic and Workforce Development on Redevelopment Plan  
  
Presentation on Entitlements Schedule and Transaction Documents Overview
- 241. December 11, 2010**      **Treasure Island Residents Community Meetings**  
Informational meeting with Treasure Island residents to provide an update on redevelopment plans and Proposed Summary of Transition Housing Rules and Regulations
- 242. January 11, 2010**      **CAB**  
Draft Transition Housing Rules and Regulations Presentation  
  
Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Exhibits to the Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC., including the (a) Land Use Plan; (b) Phasing Plan; (c) Infrastructure Plan; and (d) Housing Plan; and (ii) the Draft Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project











CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

TREASURE ISLAND DEVELOPMENT AUTHORITY  
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TO: Mayor Gavin Newsom

CC: Steve Kawa, Chief of Staff  
Ed Lee, City Administrator  
Amy Brown, Deputy City Administrator

FROM: Mirian Saez, Director of Island Operations

RE: Treasure Island Informational Update

DATE: December 20, 2010

**Highlight of the Month**

*Election of Board of Directors Officers*

On December 8, 2010 the Treasure Island Development Authority Board held its yearly election of Officers for a term commencing January 1, 2011 and ending September 30, 2011. Acting on the nominations made by the Ad-Hoc Nomination Committee of the TIDA Board, the Board of Directors unanimously elected Claudine Cheng as President, Jean-Paul Samaha as Vice President – Secretary and John Elberling as Chief Financial Officer.

*75<sup>th</sup> Anniversary Pan American Historic Foundation*

Saturday November 20, 2010 the Pan American Historical Foundation hosted the 75<sup>th</sup> Anniversary of the inaugural flight of the Pan American Airway's China Clipper. On November 22, 1935 the China Clipper traveled to the Philippines via Alameda, Honolulu, Midway, Wake Island, and Guam. The Airplane was so heavily weighted that it did not clear the Bay Bridge; instead the pilot had to fly under the bridge.

Appropriately, the anniversary event was held in the Administration Building which was originally intended to be the terminal for Pan American Airways. The Island had a major aviation role which was exemplified in the Golden Gate International Exposition's theme of *Trade and Prosperity Throughout the Pacific*. The Pan American Airway's world famous flying Clipper Ships were a public attraction at the Exposition.

Over 650 former pilots, flight attendants and service workers for Pan Am attended the gala event. The guests had many stories to tell about the airline. Their enthusiasm makes it easy to see why that even after the airline ceased operation in 1991 the Pan American brand is still alive and well.







### **New Leases (In support of small business growth)**

*Juan Ortiz's Hot Dog Stand* – Located on the Treasure Island Causeway, Juan Ortiz's Hot Dog Stand sells hot dogs, pretzel and beverages to visitors, residents and commercial tenants on the Island.

*Golden Gate Juke Box* – Located in a portion of Building 264 formerly the morgue, Golden Gate Juke Box is leasing space for storage of new and antique Juke Boxes.

*Michael Donaldson* – Located in a portion of Building 180 North formerly a Navy warehouse, Michael Donaldson is leasing space for storage of antiques.

### **Quality of Life Issues**

- Saturday October 23, 2010 the Islands had a seven hour power outage. The electricity went out at 2:28 p.m. when Oakland's Davis Street substation lost power. At approximately 3:20 pm it was determined that the power outage could be up to ten hours long hence TIDA staff decided to power-up the Island generators and PUC staff was dispatched. Due to storm damages Island residents received power incrementally and were fully restored at 8:30 pm. Power to the Davis Street substation was restored at 2:23 am, Sunday October 24.
- Giants fever swept the Island.



### **Final Comments**

TIDA Staff congratulates Lt. Governor - Elect Gavin Newsom on election to his new office. Staff is honored to have worked for the Mayor and looks forward to his new leadership role with California. Thank you for your support in the last four years where we aligned ourselves with your directives and initiatives, focused on improving the quality of life for our residents, provided opportunities for small businesses growth and marketed the Island as a *Recreation Destination*.







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December 4, 2010

Supervisor Daly  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

Dear Supervisor Daly:

Thank you for your letter, dated October 13, 2010, requesting an update on the status of the Treasure Island/Yerba Buena Island Redevelopment Project (Project). As you know, it has been a significant year for the project, including having reached a number of major project milestones. We apologize for the length of time it has taken to provide you with a response to the detailed questions in your letter. We hope you will find this update to be both thorough and reflective of the tremendous amount of work that has gone into advancing the project through the planning and entitlements process over the past several years, and more recently over the past six months, when we were last in front of the Board of Supervisors to provide a project update.

That update, summarized below, followed a detailed presentation to the San Francisco Board of Supervisors' (BOS) Land Use and Economic Development Committee on March 15, 2010. The presentation by staff addressed, among other things, updates to the Project since the 2006 Term Sheet, including updates to the Financial Plan and Transportation Plan (the status of AB 981, updates on the proposed Project's TDM programs, transportation infrastructure, and detailed updates on the transit capital and operating budgets). Two more public hearings followed shortly thereafter: one to the Land Use and Economic Development Committee on May 10, 2010 and one in front of the full Board on May 18, 2010, where the BOS unanimously approved a package of resolutions endorsing three distinct but integrally related documents that form the comprehensive vision for the Project:

1. Terms of Economic Development Conveyance Memorandum of Agreement for Transfer of Property with United States Navy (File No. 100429)
2. Update to Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island with Treasure Island Community Development, LLC (File No. 100432)
3. Term Sheet for Amended and Restated Base Closure Homeless Assistance Agreement with Treasure Island Homeless Development Initiative (File No. 100428)



The endorsement of these documents by the Treasure Island Development Authority (TIDA) and the BOS represented the culmination of more than 10 years of concentrated effort by TIDA; the Treasure Island/Yerba Buena Island Citizens Advisory Board (CAB); Treasure Island Community Development, LLC (TICD); the Treasure Island Homeless Development Initiative (TIHDI); local, regional and state agencies; local organizations; residents; and members of the public. These documents have served as the basis for the work staff has been undertaking since May 2010, and will be completing over the next six months, to convert the three term sheets into detailed final agreements and plans, and to finalize project specific environmental review under CEQA.

The Project achieved a major milestone towards this end by publishing the Draft Environmental Impact Report (DEIR) on July 12, 2010. A copy of the DEIR and Notice of Availability was mailed to the office of each Board of Supervisors on that day. The publication was followed by a joint public hearing held by the Planning Commission and TIDA Board on August 12, 2010. Among other things, the DEIR provides comprehensive analyses of the Project's transportation and Transportation Demand Management (TDM) programs and potential impacts to the regional transportation network and transit systems. Staff is currently working with the Planning Department and its EIR consultants to respond to comments, and anticipates publishing the final Responses to Comments document in March 2011.

During the next six months, staff expects to complete all the necessary steps in order to present a comprehensive package of entitlements documents to the TIDA Board and BOS for approval. All of the following actions must be taken by the BOS before implementation of the Project can begin:

- Adopt CEQA findings and Mitigation and Monitoring Reporting Plan (subject to TIDA and Planning Commission certification of Final EIR)
- Approve Redevelopment Plan (including adopting findings in response to written objections to adoption of Redevelopment Plan)
- Approve Disposition and Development Agreement (DDA) between TIDA and TICD (including all Exhibits such as Financing, Housing, Infrastructure, Transportation Implementation and Sustainability Plans)
- Approve Development Agreement between the City and TICD
- Approve formation of Treasure Island Transportation Management Agency (TITMA), including approval of congestion pricing fees, on-street and off-street parking fees, other parking related revenues and a transit pass fee structure)
- Approve Tax Increment Allocation Pledge Agreement
- Approve Acquisition and Reimbursement Agreement
- Approve General Plan Amendments
- Approve Planning Code Amendments
- Approve Zoning Map Amendments
- Order Blanket Street Vacation
- Approve Subdivision Code Amendments
- Approve Public Trust Exchange Agreement between TIDA and State Lands Commission



- Approve Economic Development Conveyance Memorandum of Agreement between TIDA and United States Department of Navy
- Approve Amended and Restated Base Closure Homeless Assistance Agreement between TIDA and TIHDI

Prior to consideration of final project approvals by the BOS, staff intends to make several informational presentations in front of the Board's Land Use and Economic Development Committee, and if requested, to the full Board, in order to solicit feedback and input on the various policy matters that the BOS will be asked to consider in taking its approval actions. Per your request, as part of these presentations staff will provide an updated status report on AB 981, TITMA formation, and congestion pricing and parking pricing policies. Additionally, staff will be making presentations to the boards of the various transit providers that will be responsible for delivering transit service to the island, including the SFMTA, to ensure adequate levels of service and commensurate funding are provided at all stages of Project build-out. Staff will also continue to engage other regional transportation agencies, including Caltrans, CTC, BATA and MTC, as it has throughout the EIR process, in order to best address mitigations to impacts on the San Francisco Oakland Bay Bridge mainline and approaches in the East Bay and San Francisco.

Per your request, we provide the following specific responses to the questions in your letter and would be happy to meet with you or your staff at any time to discuss any of the issues in more detail.

1. On March 15, 2010, staff made an informational presentation to the Land Use and Economic Development Committee of the BOS which included an update on the status of the transportation and parking management district and provisions regarding congestion pricing and parking pricing programs. The Treasure Island Transportation Management Act (AB 981) was finally signed into law in October 2008, after having been vetoed by the Governor in 2007. For over two years, staff worked closely with Assemblyman Leno's office and the Governor's office, MTC, CTC and Caltrans, to draft legislation to authorize California's first congestion pricing program and to authorize the BOS appointment of a stand alone transportation agency to manage the proposed Project's TDM programs.

Prior to the consideration of final project approvals by TIDA and the BOS, staff will present a comprehensive proposal to TIDA and the BOS for the governance and staffing structure of the TITMA, its funding sources and initial pricing structures for both congestion pricing and on-street and off-street parking. Staff is currently working on this proposal and does not have specific answers regarding staffing or initial funding. However, per the 2006 Development Plan and Term Sheet, it is still the intent that project generated revenues will be used to fund the administrative costs of TITMA who will oversee the collection of revenue from parking, transit passes and congestion pricing, and the disbursement of funds to transit operators. The Transportation Implementation Plan that will be an attachment to the DDA will be the document that defines how TITMA will be formed.

With respect to mitigating potential significant and unavoidable impacts on San Francisco and East Bay transportation systems, TITMA would be responsible for developing, in conjunction with TIDA, SFMTA, WETA, and AC Transit, a phasing plan to determine when specific transit improvements would occur. TITMA would also be responsible for implementing the proposed congestion pricing program, and for coordinating their transit and other TDM efforts with Caltrans' metering of the YBI SFOBB on-ramps.



Caltrans has the ultimate authority and ability to mitigate impacts to the regional transportation system by way of setting the ramp meter rate based on real time travel demand. In fact, Caltrans could decide to implement metering rates that differ from the metering rates assumed in the EIR's analysis. In particular, Caltrans may allocate a portion of main-line capacity that is significantly lower than the 550 trips/hour assumed in the EIR, or the allocation may be dynamic and may vary depending on traffic conditions. The purpose of the EIR's analysis was not to anticipate every conceivable operation of the metering rates, or to determine what metering rates ought to be used by Caltrans. Rather, the purpose was to disclose the plausible "worst-case" impact on Bay Bridge Toll Plaza queues. TIDA anticipates that the actual off-island impacts will be mitigable through a combination of the actual ramp metering rate Caltrans will set and the implementation of the robust TDM programs, that will provide TITMA with real-time "knobs and levers" to enable pricing adjustments, including dynamic congestion pricing to capture peak-hour spreading travel behavior. These pricing features will provide TITMA with on-going revenue streams to support high levels of transit to mitigate potential SUI identified in the EIR, which are based on conservative, "worse-case" assumptions at a single, fixed point of time.

The BOS will make the final determinations as to these policy matters, including governance and staffing structure, in creating the TITMA at the time it considers all final project approvals, which is currently anticipated to occur in May 2011.

2. The March 15, 2010 presentation to the Land Use and Economic Development Committee included an update on the integration and coordination of transportation issues affecting the City and the region, including fiscal and operational issues (See 2010 Term Sheet, Section III.C., page 6-9 and Exhibit R. Table 8. Treasure Island Transportation Program Capital Costs, page 40).

In summary, the backbone of the transportation plan is high-quality, high-frequency transit, including: (i) low-emission bus service provided by AC Transit to Oakland and by Muni to San Francisco and (ii) ferry service provided by WETA for off-Island trips. On-island trips are oriented towards the pedestrian and cyclist by providing a high-quality public realm, transit oriented urban design, and pedestrian and bike facilities to minimize on-Island travel by private automobile, as well as a free on-island shuttle serving both islands. The DDA will spell out TICD's obligation to construct the infrastructure to support a Transit Hub in the Island Center, as well as the capital costs of buses and on-island shuttles. The Transit Hub would have a new ferry quay, a ferry terminal, bicycle parking, and shelters for bus and shuttle transfers. The Schedule of Performance will include commencement and completion dates by which TICD has to start and finish construction of these improvements and provide capital contributions for the procurement of the transit fleet.

Over the past 18 months, staff has worked closely with the WETA, to refine the design and engineering approach to the ferry terminal construction to be more efficient and flexible to meet ridership demand as the Project builds out over time. This effort also included developing detailed service and operating plans based on WETA acting as the ferry service provider. The 2010 Term Sheet includes an updated project budget that reflects an adjustment to the transportation capital costs based on leasing vessels (including operating costs) versus purchasing new ferries which would have cost approximately \$20 million to \$25 million per ferry.



Staff has also continued to work with the SFMTA and AC Transit to develop service plans that would provide the necessary level of service to support the ridership demand of the proposed Project to San Francisco and Oakland, respectively. With respect to SFMTA, TICD will provide the 20% local match portion of the capital costs for nine (9) SFMTA buses, providing the local portion necessary for the SFMTA to access matching federal funds for the remaining 80%. Under the Base Transit Scenario analyzed in the EIR, the Muni line 108-Treasure Island is assumed to operate on its existing headways. Funds for SFMTA to operate the Muni line 108-Treasure Island bus route would continue to come from the San Francisco General Fund. With the expansion of Muni bus service proposed as part of Mitigation Measure M-TR-2, there would be an incremental cost increase to Muni; however, that cost increase is currently projected to be substantially less than the amount of revenue generated by the Proposed Project to the General Fund, through property taxes, sales taxes, hotel taxes, and other sources. (See 2010 Term Sheet, Exhibit R, Table A-13, Muni Operating and Capital Costs, page 84). With respect to bus service to the East Bay, AC Transit has agreed to provide the level of service anticipated in the EIR to the extent commensurate funding is provided by the Project. The transit operating subsidy that TICD will be obligated to provide on a fix schedule of payments and the on-going project generated revenues from congestion pricing and parking have been shown to be sufficient to cover the level of service analyzed in the EIR.

Ongoing economic feasibility studies related to revenue projections and discussions between TIDA, SFMTA, AC Transit and WETA regarding funding and service levels will be documented in the Transportation Implementation Plan. As noted above, the DDA will require TICD to fund a transportation operating subsidy in accordance with a schedule of fixed payments to support the initial operation of the ferry system, including any costs of leasing vessels, the East Bay bus service, on-island shuttle service, bicycle and other TDM programs, including initial administrative costs of TITMA. TIDA also anticipates entering into Memorandums of Understanding describing the expectations of TIDA and SFMTA, AC Transit and WETA, respectively, which will be attached to the Transportation Implementation Plan, at the time of final project approvals.

3. As noted above, TIDA staff intends to make several informational presentations to the Land Use and Economic Development Committee, and if requested, to the full Board, prior to consideration of final project approvals. These presentations will supplement the detailed information provided at the March 15, 2010 presentation to the Land Use and Economic Development Committee, which included an update on the proposed Project's Financial Plan and Fiscal Analysis (See 2010 Term Sheet, Section V., pages 13-17 and Exhibit R, Treasure Island Financial Plan, pages 27-94). These presentations will include updates on the Financial Plan and Fiscal Analysis, and as requested, will have emphasis on items a)-f). These presentations are anticipated to take place in April 2011. Staff will submit briefing materials and back-up detail in advance of these presentations and would be happy to sit down with you or your staff in advance to answer specific questions or provide clarifying or additional information. These presentations and the detailed information that will be provided in advance and in the final transaction documents will be of sufficient detail to allow the Board to make final determinations as to whether the conditions outlined in items a)-f) on page 5, 1.23 – page 6, 1.11 of the Resolution have been met.
4. A summary of updates to Transportation Plan is provided in Response #2 above. Staff will also be making several additional informational presentations to the Land Use and Economic Development Committee, and if requested, to the full Board, prior to consideration of final



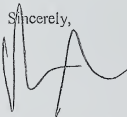
project approvals. These presentations will supplement the information provided at the March 15, 2010 presentation to the Land Use and Economic Development Committee, which included an update on the proposed Project's Transportation Plan (See 2010 Term Sheet, Section III.C., page 6-9 and Exhibit R. Table 8. Treasure Island Transportation Program Capital Costs, page 40). These presentations will include a report on the Transportation Implementation Plan, which will update and replace the 2006 Transportation Plan. These presentations are anticipated to take place in April 2011. Staff will submit briefing materials and back-up detail in advance of these presentations and would be happy to sit down with your office in advance to answer specific questions or provide clarifying or additional information.

5. As noted in Responses #3 and #4 above, staff will be making several additional informational presentations to the Land Use and Economic Development Committee, and if requested, to the full Board, prior to consideration of final project approvals. These presentations will include a summary overview of all entitlements actions to be taken by the Board of Supervisors, the TIDA Board, Planning Commission and all other City agencies. There will also be detailed presentations on the (i) Redevelopment Plan; (ii) the Disposition and Development Agreement and all Exhibits, including the Transportation Implementation Plan; (iii) the Development Agreement; (iv) all supporting Transaction Documents; and (v) CEQA findings and MMRP. These presentations are anticipated to take place in April 2011. Staff will submit briefing materials and back-up detail in advance of these presentations and would be happy to sit down with the Budget Analyst and the Controller and other relevant City agencies in advance to answer specific questions or provide clarifying or additional information. In January, staff will meet with both the Budget Analyst and the Controller to mutually agree upon timeframes and guidelines for submittals.

Pending certification of the Final EIR by TIDA Board and Planning Commission in late March 2011, staff currently anticipates transmitting the final Report to the Board on the Redevelopment Plan in early April 2011, and publicly noticing the BOS hearing on the Final Redevelopment Plan at the same time. The informational presentations and public hearings on the DDA in front of the Land Use and Economic Development Committee, as described above, would take place throughout the month of April.

Thank you for the opportunity to provide your office with an update on the overall Treasure Island/Yerba Buena Island Redevelopment Project, and the specifics regarding the Transportation Plan and Financial Plan. We are happy to sit down with you at any time to discuss any of the issues you've raised in more detail. Please contact myself or Michael Tymoff, Deputy Director of Redevelopment, if you have any additional questions or would like to meet with us to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rich Hillis', with a stylized, flowing script.

Rich Hillis, Director of Redevelopment

Cc: Treasure Island Development Authority Board of Directors



克里斯·戴利  
CHRIS DALY

Board of Supervisors  
District 6



COMMITTEES  
Rules Committee, Chair  
City Operations & Neighborhood Services

MEMBER  
Bay Area Air Quality Management District  
Joint Powers Committee  
Metropolitan Transportation Commission  
SF County Transportation Authority  
Transbay Joint Powers Authority  
Treasure Island Development Authority, Ex Officio

October 13, 2010

Mr. Owen Stephens, President  
Board of Directors  
Treasure Island Development Authority  
410 Avenue of the Palms  
Treasure Island  
San Francisco, CA 94130

Mr. Rich Hillis, Director of Redevelopment  
Office of Economic and Workforce Development  
City Hall, Room 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Messrs. Stephens and Hillis:

I would appreciate receiving clarification on the current status of the Treasure Island/Yerba Buena Redevelopment Proposal. To this end, please respond to the following:

1. Regarding "Resolution [699-06] endorsing the Development Plan and Term Sheet for Redevelopment of Former Naval Station Treasure Island between Treasure Island Community Development, LLC and the Treasure Island Development Authority", passed by the San Francisco Board of Supervisors on December 12, 2006 ("Resolution"), has TIDA reported to the Board of Supervisors semi-annually, including within six months of the Resolution, on "the status of the transportation and parking management district and the State legislation for congestion pricing and parking pricing programs"(Resolution, p.8, ll.14-17)? What is TIDA's current thinking regarding implementation of AB 981, i.e. how and when does the new Transportation Management Agency ("TMA") get created, what will be the role of the Board of Supervisors in creating the TMA, who is going to staff it, what will be the source(s) of the initial funding? How will transportation demand management programs, to be created pursuant to AB 981, mitigate the proposed project's "significant and unavoidable impacts" on SF and East Bay transportation systems?

2. How can the Board of Supervisors "ensure that transportation issues affecting Treasure Island are effectively integrated and coordinated with transportation issues affecting the City and region, including, without limitation, fiscal and operational issues" (Resolution, p. 8, ll.18-21) if TIDA does not timely report to the Board of Supervisors on the status of the Treasure Island redevelopment project? Please respond as to the City and the region, on both fiscal and operational issues and any other relevant issues.



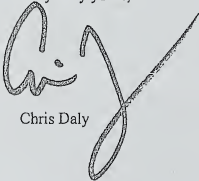
3. With regard to the Resolution's final Financial Plan and Fiscal Analysis supporting the Disposition and Development Agreement referred to at P.5, l.23-P.6, l.11, items a)-f) therein, it would appear that the Board of Supervisors has to make a determination that the conditions set forth in items a)-f) have been properly met before it can act on the Disposition and Development Agreement ("DDA"). Accordingly, there should be timely report(s) to the Board of Supervisors on the Financial Plan and Fiscal Analysis with particular emphasis on items a)-f), before any consideration by the Board of the DDA. How and when will such report(s) be made?

4. Similarly, a timely report(s) should be made to the Board of Supervisors on the Transportation Plan as referred to at P.6, ll.20-21 of the Resolution, prior to the Board considering the approval of the DDA. How and when will such report(s) be made?

5. With reference to P.7, ll.5-8 of the Resolution, what is the nature of the timing, including "sufficient time" for the Budget Analyst and the Controller and other relevant Departments to review the proposed DDA, and to consult, advise and otherwise make themselves available to Board inquiry before actual consideration of the DDA by the Board? What will be the schedule by TIDA and the Mayor's Office for presentation of the DDA to the Board?

Thank you for your attention to the above matters. I look forward to a clear and detailed response to my inquiry.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Chris Daly', with a long, sweeping horizontal stroke extending to the right.

Chris Daly





December 13, 2010

Treasure Island Development Authority

One Avenue of the Palms,

2<sup>nd</sup> Floor, Treasure Island

San Francisco, CA 94130

Re: Notice of Termination

Premise Address: Ground Floor of the Administration Building, Suite B

410 Avenue of the Palms,

Treasure Island, CA 94130

Pursuant to a written lease dated January 16<sup>th</sup>, 2009, I am the Tenant for the premise described as above. My lease started on January 16<sup>th</sup> 2009.

This Notice of Termination serves as notification of my intention to terminate my lease.

The termination of the lease is effective January 13<sup>th</sup>, 2011 and I intend to vacate the premise on or Before January 13<sup>th</sup>, 2011.

Thank you.

Rosslyn Toraiz

Executive Director







TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG



Treasure Island /Yerba Buena Island  
Citizens Advisory Board  
Meeting Agenda

Tuesday, January 11, 2010  
6:00-8:00 PM

San Francisco City Hall, Room 305  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

For further information about the meeting please contact Janell Wegman at (415) 554-6680

- I. Roll Call
- II. Approval of December 7, 2010 CAB Minutes (Action Item)
- III. TIDA Staff Updates (15 min) (Information Item):
  - a) Treasure Island Development Authority Board
  - b) Legislative
  - c) Development Schedule
  - d) Naval Negotiations
  - e) Bay Bridge
  - f) Job Corps
  - g) Island Clean-Up
- IV. Draft Transition Housing Rules and Regulations Presentation (20 min)  
(Informational presentation only)
- V. Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Exhibits to the *Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC.*, including the (a) Land Use Plan; (b) Phasing Plan; (c) Infrastructure Plan; and (d) Housing Plan; and (ii) the Draft *Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project* (60 minutes) (Informational presentation only)
- VI. Future Agenda Items (5 min) (Action Item)
- VII. Announcements from Board members (5 min)



VIII. Public Comments (15 min)

IX. Adjourn

## MEETING AGENDAS AVAILABLE ON E-MAIL

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### Disability Access

The Treasure/Yerba Buena Island Citizen Advisory Board meets on Treasure Island in Building 442, City Hall, 1 Dr. Carlton Goodlett Place or at the San Francisco Redevelopment Agency. All buildings are accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6789 or 274-0660 at least 48 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

### Treasure Island Website

Check out the Treasure Island website at [www.sfgov.org/treasureisland](http://www.sfgov.org/treasureisland) to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

### Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

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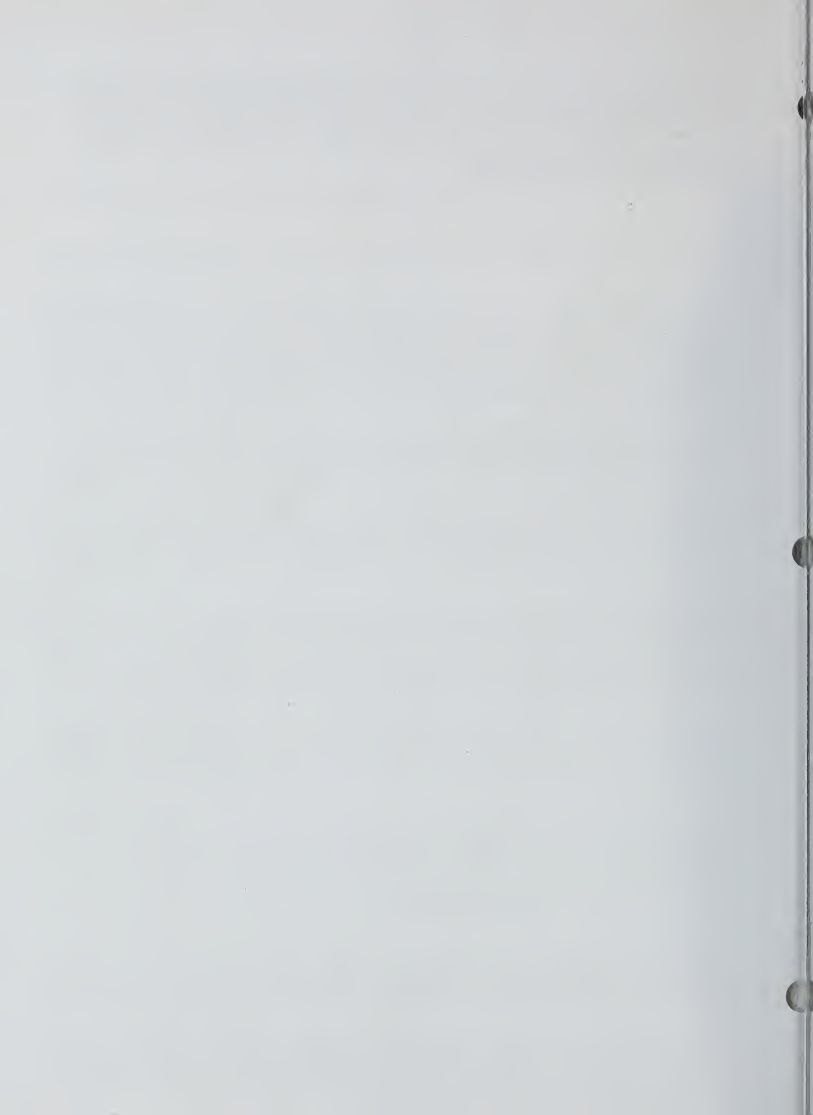
Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine



Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at Donna\_Hall@sfgov.org. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at [www.sfgov.org/bdsupvrs/sunshine/ordinance](http://www.sfgov.org/bdsupvrs/sunshine/ordinance).







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## SFBT Morning Call

**Commercial real estate**

# Treasure Island redevelopment under fire

**San Francisco Business Times**

Date: Wednesday, December 1, 2010, 7:05am PST

Residents, environmental organizations and local agencies in some 700 written comments voiced concerns over traffic jams on the Bay Bridge and added pollution from the proposed redevelopment on Treasure Island, the Bay Citizen reports.

Although planners have said the residential and commercial development would make the area a world-class green neighborhood, critics argue it would seriously increase traffic, along with greenhouse gas emissions and other air pollutants.

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## Alameda catches America's Cup fever

Submitted by [Michele Ellison](#) on 1, January 4, 2011 – 2:42 pm [No Comment](#)



San Francisco's selection as host city for the [34th America's Cup](#) has earned that city a starring role in one of the world's biggest – and most lucrative – sporting events. And Alameda's marine community is hoping to make a supporting bid.

Local business owners and race enthusiasts are cautiously optimistic that Alameda may reap some of the benefits of the 2013 race, which could pump \$1.4 billion into the region's economy, according to one recent analysis.

"Everybody's hopeful," said Ken Lindberg, president of Power Engineering Contractors, which performs marine-related construction.

Alameda offers a deep water port, a thriving marine industry – and acres upon acres of vacant waterfront property at Alameda Point. And local race boosters are hopeful those attributes will be attractive to racing syndicates seeking a private location to stash their yachts and to others following the race.

The race's organizers are hoping new high-tech, high-speed boats and a San Francisco Bay location that makes for better viewing than the traditionally open-sea races will draw more spectators to the Cup races than in years past. And unlike other major sporting events, which may only last a day or a few weeks, the battle for the Cup will include 43 races in the Bay over a series of months, meaning race participants and tourists will be spending money here longer.

"It's not like everybody's here for a weekend. You've got everyone here for a season, at least," said Jack Boeger, a local race enthusiast who has actively supported San Francisco's bid for the Cup and has advertised Alameda's support potential with a [local Cup website](#).

An analysis conducted by the Bay Area Council Economic Institute and Beacon Economics concluded that San Francisco may not have enough hotel space for tourists who come to watch the races, and it outlined a host of other hospitality and marine-related businesses that could benefit. It said some of the racing syndicates that participate could seek out more secluded locations in the early stages of the race to test out their boats, and it specifically named Alameda as a possible spot.

Deputy City Manager Jennifer Ott said the city has communicated with their counterparts in San Francisco and at the Golden Gate Yacht Club, which sponsors 2010 race winner Larry Ellison's team, to let them know what Alameda has to offer. Still, she said the city's role up to now has been to support San Francisco's bid.

"We're trying to play a support role," Ott said.

Local marine businesses saw a host of opportunities that could come with the Cup, both immediate and long-term. Commodore Cruises & Events' operations manager, Morgan Proeschner, said he expects a lot of business from race watchers who want an up-close look at the action.



"The America's Cup – that's going to be huge for us," Proescher said.

Ara Maybaum, director of business development for Bay Ship & Yacht, said he's hopeful the Cup will attract the mega yachts that traditionally bypass San Francisco for Newport Beach, San Diego and the Pacific Northwest – which are seen as better jumping-off points for destinations frequented by their wealthy owners. Bay Ship & Yacht offers refit and repair services for the 150-foot to 200-foot yachts, and is developing a facility on Treasure Island to handle them.

"With all of this activity on the Bay between now and 2013, we do anticipate more interest in yachts, big and small," Maybaum said.

And both Maybaum and Proescher said the Cup will bring improvements to the Bay waterfront, something that will have long-term benefits for a host of marine interests.

Power Engineering Contractors' Lindberg said it's too early to know what impact the Cup could have on Alameda. He expects to have more of an idea of what the race preparation plans are in a few months.

Even so, he's excited the Cup will be in the Bay Area.

"Just the idea of having the America's Cup here is a cool thing," Lindberg said.

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## Buckle up, the dominoes may be ready to fall

Rachel Gordon

Sunday, January 2, 2011



Fasten your seat belts, and get ready for a thrilling two-week ride at City Hall as the Board of Supervisors moves to choose Mayor **Gavin Newsom's** successor and, potentially, inspire a game of political dominoes.

Tuesday the Board of Supervisors could appoint a successor mayor and the winner needs six votes, but no supervisor can vote for himself or herself. But naming Newsom's replacement could be a challenge because the board can't make an official appointment until Newsom's office is vacant and Newsom has delayed his swearing-in. If no one is selected Tuesday, the board could hold another meeting later in the week to come up with a pick before the new board is sworn in.

Newsom said he wants to wait until the four new members of the Board of Supervisors are sworn in Saturday so they can make the pick, and he hopes the new board, which is believed to be slightly more moderate, will select a caretaker - someone who will not run for a four-year term in November.

The new board conceivably could take up the appointment of a successor mayor at its inaugural meeting Saturday. However, it is not yet on the agenda - currently, the only action item on Saturday's agenda is electing a board president. Like choosing an interim mayor, at least six votes are required, but a supervisor can vote for herself or himself for the presidency.

The board presidency may be crucial if an interim mayor is not immediately selected because the president would serve that role and as acting mayor.

Not to be forgotten is filling District Attorney **Kamala Harris'** post because she leaves Monday to become state attorney general. The mayor gets to pick her replacement.

There's speculation that Newsom wants to tap Board of Supervisors President **David Chiu** for the assignment.

If Chiu takes Harris' old job, that would allow the mayor to appoint a new supervisor.

Possible candidates to replace Chiu are: attorney **Joe Alioto Jr.**, the brother of termed-out District Two Supervisor **Michela Alioto-Pier** and grandson of the late Mayor **Joe Alioto**; and attorney **Claudine Cheng**, a Democratic Party activist who serves on the Treasure Island



Development Authority board and is involved in neighborhood planning issues.

Chiu could also be named interim mayor, which would allow him to pick his board successor.

The selection of interim mayor could produce political dominoes.

Sheriff Michael Hennessey is interested in the job, and if he gets it, he could name his replacement. The top contender is his top deputy, Chris Cunnie.

Left-leaning Supervisor Ross Mirkarimi also has expressed interest in becoming sheriff, which would allow the mayor to fill his spot on the board.

Other names floated as interim mayor contenders: San Francisco Public Utilities chief Ed Harrington; City Administrator Ed Lee; former Mayors Art Agnos and Willie Brown; Mirkarimi; Supervisor David Campos; former Supervisors Matt Gonzalez, Aaron Peskin and Angela Alioto; Newsom chief of staff Steve Kawa; and former City Attorney Louise Renne.

#### By the numbers

**\$19.7 million** Trims Newsom made to the current budget

**42,500** Unemployed San Franciscans

**\$250** Cash rewards given to two good Samaritans who helped provide information that led to the arrest and successful prosecution of graffiti vandals

#### Quote of the week

"If there's anyone who can drive a man to want to drink, it's Chris Daly."

Mayoral spokesman Tony Winnicker on supervisor's new bar

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2011/01/02/BA2P1H24U0.DTL>

This article appeared on page C - 1 of the San Francisco Chronicle



































**AGENDA ITEM 7**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of January 12, 2011**

**Subject:** Transition Housing Rules and Regulations For The Villages At Treasure Island

**Contact:** Rich Hillis, Director of Redevelopment, Office of Economic and Workforce Development  
Jon Yolles, Project Manager, Office of Economic and Workforce Development

**BACKGROUND**

Former Naval Station Treasure Island ("NSTI") currently houses an existing community of approximately 1,200 residents who occupy 465 units in the Villages at Treasure Island (the "Villages"), the market-rate housing on Treasure Island and Yerba Buena Island managed by the John Stewart Company.

At the direction of the Treasure Island Development Authority ("TIDA") Board of Directors, draft Transition Housing Rules and Regulations for the Villages at Treasure Island (the "THR&R") have been prepared to implement certain recommendations made by the Board of Supervisors in Resolution No. 699-06 endorsing the Term Sheet and Development Plan for the proposed redevelopment project on NSTI (the "Term Sheet Resolution"). In the Term Sheet Resolution, the Board of Supervisors recommended that the TIDA Board create a transition program under which existing eligible Villages residents could have the opportunity to rent at reduced rents or buy newly constructed units on Treasure Island. Under the proposed THR&R, existing Villages households who satisfy the requirements for Transitioning Households described in the THR&R will receive housing opportunities consistent with the Term Sheet Resolution.

The proposed THR&R would only apply to the residential tenants of the Villages. Residents of units that are part of the Treasure Island Homeless Development Initiative ("TIHDI") program would be transitioned under a separate transition plan. As specified in TIDA's interim commercial leases, commercial tenants on NSTI will not receive benefits.

In the summer of 2010, TIDA staff prepared a draft summary of the THR&R that it shared publicly in a series of on-island community meetings, during and after which residents had an opportunity to provide input on the documents. Many substantial changes were made to the program framework in response to public input. Those changes and updates were shared in another series of on-island community meetings in December, 2010 and are detailed in the attached presentation which was presented at the meeting.

Below is a general summary of certain key elements of the THR&R.

**PROGRAM FRAMEWORK**

The THR&R describes the transition benefits that TIDA will provide to Transitioning Households if the DDA is approved; specifies the eligibility criteria for receiving transition benefits; and outlines the procedures by which Transitioning Households will be offered transition benefits, including the opportunity to occupy new housing to be built on Treasure Island as part of the proposed redevelopment project.

- In order to qualify as a "Transitioning Household" under the THR&R and be eligible for transition benefits, the household must consist of residents who lawfully occupy an existing Villages unit as of the effective date of the DDA; continue to live in an existing unit until the household receives a notice



to move for a long-term move or accepts certain other transition benefits; and remain in good standing under its residential lease. Current Villages residents who move off-Island before they are offered long-term replacement housing will not be eligible for benefits.

- Any Villages resident who signs a lease or moves onto NSTI after the DDA effective date will be a "Post-DDA Tenant" under the THR&R. Post-DDA Tenants are ineligible for transition benefits, but will be offered relocation advisory services when required to move.
- Transitioning Households will have the opportunity to remain on Treasure Island. No Transitioning Household will be required to move before receiving an offer of the transition benefits described below.
- Transitioning Households and Post-DDA Tenants will receive relocation advisory services to help them understand their transition options and, for Transitioning Households, the benefits for which they may be eligible.

## **ANTICIPATED PHASING OF DEMOLITION, CONSTRUCTION, AND TRANSITION**

The proposed redevelopment project phases development so that new housing can be built on NSTI before demolishing most of the existing residential structures, as follows:

- Redevelopment of Yerba Buena Island ("YBI") is planned as part of the first phase of the proposed redevelopment project. Therefore, demolition of existing YBI housing would be among the first activities undertaken if the DDA is approved. Transitioning Households on YBI will be offered existing units on Treasure Island (TI) through Interim Moves (described below).
- Demolition of the housing on TI is proposed to occur in the later phases of the redevelopment project. But some Transitioning Households may be asked to make Long-Term Moves (described below) in earlier phases as new housing becomes available for occupancy.

## **TYPES OF MOVES THAT MAY OCCUR**

Two types of moves are anticipated if the DDA is approved and NSTI is redeveloped:

- Interim Moves, from one existing unit to another existing unit. An example of this would be a move from a unit in an area proposed for redevelopment in an earlier phase, such as YBI, to an existing unit on TI. *Most Transitioning Households will not be asked to make an Interim Move.*
- Long-Term Moves, from one of the existing units to a newly-constructed unit on Treasure Island. All Transitioning Households (including those that previously made an Interim Move) will have the opportunity to make this move.

The benefits available for the two different types of moves are further discussed below.

## **STEPS IN THE PROCESS**

### **1. Establish Household Eligibility for Transition Benefits**

- a. The first step is determining whether a Villages household is a Transitioning Household. Only Transitioning Households are eligible for transition benefits. Transition benefits will be offered to each Transitioning Household as a household and not to individual members of the household.



- A "household" means an individual, or two or more individuals, related or unrelated, who live together in an existing unit, or one or more families occupying a single existing unit, including: (i) all adult household members who are named in the lease; (ii) minor children in the household; and (iii) the spouse or registered domestic partner of a household member.
- b. Residents who move onto NSTI after the DDA effective date will be Post-DDA Tenants eligible only for relocation advisory services under the THR&R.
- c. All occupants of a single existing unit constitute a single household, and a household may include both Post-DDA Tenants and members of a Transitioning Household.

## **2. First Notice to Move**

- a. TIDA will deliver a First Notice to Move to each affected household before the household is required to move to facilitate the ongoing redevelopment of NSTI.
- b. The First Notice to Move will, among other things, state whether TIDA records list all of the members of the household as an eligible Transitioning Household or indicate that any members are Post-DDA Tenants.
- c. The First Notice to Move will state whether the move will be an Interim Move or a Long-Term Move.
  - For Interim Moves, the First Notice to Move will be delivered no less than 90 days before the date by which the move must occur.
  - For Long-Term Moves, the First Notice to Move will be delivered no less than 120 days before the date by which the move must occur.

## **3. Interview Household and Offer Advisory Services**

- a. After the First Notice to Move is delivered, TIDA will contact each household to set up interviews. The interviews will enable TIDA to: (i) describe and explain any applicable eligibility requirements for the specific transition benefits available to the Transitioning Household; (ii) advise and assist the Transitioning Household in evaluating its housing needs; (iii) identify any special needs for that Transitioning Household; (iv) assist each Transitioning Household to complete applications for transition benefits; and (v) ensure that Transitioning Households will not be required to move from an existing unit without an opportunity to relocate to a transition unit.
- b. For Long-Term Moves only, the Transitioning Household will begin the process of determining household income and, for income-restricted units, income certification.

## **4. Second Notice to Move**

No less than 60 days before a household is required to move, TIDA will deliver a Second Notice to Move. The Second Notice to Move will state:

- a. TIDA's determination of whether the household is an eligible Transitioning Household;



- b. which members of the household, if any, are Post-DDA Tenants or otherwise ineligible for transition benefits;
- c. the actual date by which the move must be complete; and
- d. the options available to the Transitioning Household under the THR&R.

## 5. Selection of a Transition Benefit

After receipt of the Second Notice to Move, each Transitioning Household will be required to make certain decisions about transition benefits.

Each Transitioning Household asked to make a Long-Term Move may select one of the following three benefits:

- The Transition Unit Option is the option to lease a newly-constructed unit on NSTI at a monthly rental rate with long-term rent protections, as described in Section V of the THR&R.
- The In-Lieu Payment Option is the option to receive a lump-sum payment instead of any other options, as described in Section VI of the THR&R.
- The Unit Purchase Assistance Option is the option to receive down payment assistance towards the purchase of a newly-constructed unit on NSTI, as described in Section VII of the THR&R.

Transitioning Households asked to make an Interim Move will have the option to choose the In-Lieu Payment Option described above or the ability to move to an existing rent-protected unit on TI. If the Transitioning Household chooses the latter option, the unit it moves into will have at least the same number of bedrooms as the existing unit, unless the Transitioning Household elects to move to a smaller unit. The initial monthly rent for Transitioning Households that move to an existing unit on TI will be calculated in accordance with the THR&R, but will not be more than what the household is paying on the date of the First Notice to Move.

Transitioning Households will have the right to be placed on a pre-marketing notice list for the opportunity to make purchase offers on units in new for-sale housing developments on NSTI during a pre-marketing window of at least 30 days before the units are offered for sale to the general public. This pre-marketing purchase opportunity will not affect the prices at which new units will be offered, nor does it guarantee that the household's purchase offer will be accepted. The pre-marketing opportunity is also available to Transitioning Households and individual members of Transitioning Households who accepted the In Lieu Payment Option. The pre-marketing purchase opportunity would be available for up to seven years after being placed on the premarketing list.





## AGENDA

1. Transition Principles
2. Summary of Public Comment & Changes Made to Proposed Rules and Regulations
3. Overview of Proposed Transition Housing Rules and Regulations
4. Q & A



## GUIDING PRINCIPLES

- Right to new unit with long term rent protection
- Benefits package with options
- Sufficient notice
- Clear principles applied consistently
- Consistent with 2006 & 2010 TIDA & Board of Supervisors Commitments

## ELIGIBILITY FOR BENEFITS

### **Eligible Households defined as:**

- Residing on TI or YBI and in good standing on Disposition and Development Agreement (DDA) approval date (DDA Date)
- All household members must be named on lease
- Remain in continuous occupancy and good standing until noticed to move



**Summary of Public Comment  
and Changes Made to  
Proposed Rules and Regulations**

**PUBLIC COMMENT ON JUNE 2010 TRANSITION SUMMARY**

- 1. Occupancy Standards**
- 2. Rent of New Rental Units**
- 3. Unit Purchase Option**
- 4. In-Lieu Payment (ILP)**



## OCCUPANCY STANDARDS

- **Feedback:** Households should not have to decrease the number of bedrooms in their replacement unit or share bedrooms with another person

### Previous Draft

5+ People = 4 Bedrooms  
 4 People = 3 Bedrooms  
 3 People = 2 Bedrooms  
 2 People = 1 Bedroom  
 1 Person = 1 Bedroom

### **Sizing**

Only Transitioning Household members count towards unit sizing

**Maximum bedrooms** is the number of bedrooms Household currently rents

### Updated Plan (1 to 1)

Unit size stays the same as current unit, with exceptions if a portion of a household moves out between DDA Date and Notice to Move

### **Sizing**

Added allowances for new spouse/domestic partner, child, or live-in care-giver

**Same**

## OCCUPANCY STANDARDS

### Sample Occupancy Outcomes

<u>Existing Unit at DDA</u>	<u>Residency Changes After DDA Date, before Notice to Move</u>	<u>New Unit</u>
4 people in a 4 bedroom	None	4 bedrooms
2 people in a 3 bedroom	None	3 bedrooms
2 people in a 1 bedroom	None	1 bedroom
4 people in a 4 bedroom	2 people have moved out and were replaced by 2 new people	2 eligible people remain get a 2 bedroom
1 person in a 2 bedroom	Person gets married	2 eligible people get a 2 bedroom



## RENT OF NEW RENTAL UNITS

- **Feedback:** Rent of new rental units should be adjusted to reflect the fact that parking and utilities are included in current rent

### **Previous Draft**

New rent set with no adjustments made for parking or utilities

### **Current Plan**

New rent will be adjusted downwards to account for utilities not being included in the new rent

Parking will remain a separate charge

## UNIT PURCHASE OPTION

- **Feedback:** Provide additional details about the purchase opportunity

### **Previous Draft**

Down Payment Amounts and In-Lieu Payments had different schedules

### **Current Plan**

Amount now same based on In Lieu Payment schedule (increase for almost all HHs, up to \$4k)

No separate moving allowance will be provided (same as In Lieu Payment)



## UNIT PURCHASE OPTION

- Feedback: Provide additional details about the purchase opportunity

### Previous Draft

Early Purchase Opportunity was defined in limited detail

### Current Plan

Early purchase window will be at least 30 days for each new building

The Early Purchase Opportunity available either to:

- HHs that remain and have not yet received a Benefit
- HHs that have accepted an In-Lieu Payment (ILP) and moved off NSTI
  - (limited to 7 years after ILP accepted)

TIDA to administer a "Premarketing Notice List"

## IN-LIEU PAYMENT

- Feedback: a) Many households have four people, so maximum payment should be increased; and b) Payment should be available sooner to residents of Treasure Island

### Previous Draft

Payment schedule per SF Rent Board (maximum payment of 3x the individual payment)

Payment offered only when receiving an Interim or a Long-Term Notice to Move

### Current Plan

Payment schedule per SF Rent Board, but increased maximum to 4x the individual payment; approx. \$5,000 increase

Payment offered at the earlier of receiving an Interim or a Long-Term Notice to Move

TIDA also to offer all remaining households the In-Lieu Payment option approx. 5-8 years from DDA Date (actual date tied to actual development)



## **Overview of Proposed Transition Housing Rules and Regulations**

**As Revised December, 2010**

### **TYPES OF MOVES**

#### **Two types of moves:**

**Interim Move:** From existing unit to another existing unit

**Long Term Move:** From existing unit to newly constructed unit

**Other benefit options available at either point**



## INTERIM MOVE

### Benefit Options Available:

1. Existing Unit on TI
  2. In-Lieu Payment
- One benefit per household
  - Moving assistance for those staying on TI
  - Minimum 90 days notice

## INTERIM MOVE

### If Choosing Existing Unit on TI:

- New unit will be of comparable size, bedroom count
- Rent will be lesser of current rent or market rate for the new existing unit



## LONG TERM MOVE

### Benefit Options Available:

1. New Rental Unit on TI
  2. Purchase Assistance
  3. In-Lieu Payment
- One benefit per household
  - Moving assistance only for the New Rental Unit
  - Minimum 120 days notice

## NEW RENTAL UNIT OPTION

- Rental of newly constructed unit on TI
- Rent will not be more than household is paying on DDA Date (as adjusted by Rent Board Index "RBI")
- Some households eligible for reduced rent, based on household income
- Option available only when asked to make a Long-Term Move
- Ability to remain indefinitely as long as household remains in good standing



## NEW RENTAL UNIT

### Occupancy Standard:

- Unit size stays the same as current unit if there are no changes in occupants
- If a portion of a Household moves out between DDA Date and Notice to Move, the new unit will contain one bedroom per eligible person of a Transitioning Household
- Only Transitioning Household members count towards unit sizing, with allowances for new spouse/domestic partner, child, or live-in care-giver
- Maximum bedrooms of new unit is the number of bedrooms Household currently rents

## PURCHASE ASSISTANCE OPTION

- Households that qualify may purchase a newly constructed market rate or affordable unit on TI or YBI
- Down payment assistance amount equal to In Lieu Payment (approx. \$5,000-\$20,000 depending on household size)
- Can select at any time prior to taking another option
- Opportunity to make early offers on units



## PRE-MARKETING NOTICE LIST

- Opportunity to make offers on new units prior to the general public
- Early purchase window will be at least 30 days for each new building
- TIDA to administer a "Premarketing Notice List" to notify
- Households eligible to be on the Pre-Marketing Notice List are:
  - Transitioning Households who have not yet received a Benefit
  - Households that accept an In-Lieu Payment (ILP) and move off NSTI (limited to 7 years after ILP accepted)

## IN-LIEU PAYMENT OPTION

- Available if asked to make an Interim or Long-Term Move
- TIDA to offer all remaining households the In-Lieu Payment option approx. 5-8 years from DDA Date (actual date tied to actual development)
- Payment based on San Francisco Rent Board schedule:
  - 2010 schedule:
  - \$5,101 per adult tenant x number of adults in the Transitioning Household
  - \$20,404 max per unit (*based on a maximum of 4 adults*)
  - Plus \$3,401 each elderly or disabled tenant, or per household with a minor*
- Can remain on Pre-Marketing Notice List for 7 Years after accept In Lieu Payment



## MOVING ASSISTANCE

- Costs of moving covered for Interim Moves and the Rental Housing Option
  - Fixed moving payment based on schedule (self-move)
  - Actual move by licensed movers
- Not available with In Lieu Payment or Down Payment Options

## TRANSITION HOUSING PROCESS

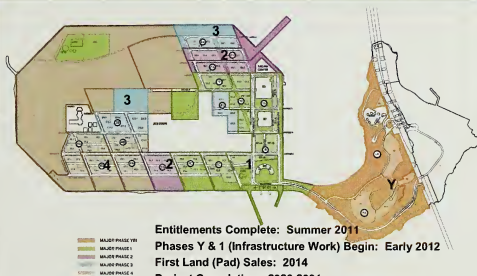
- |                                               |                                                                                                                  |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 1. DDA Approved                               | → Eligible households determined                                                                                 |
| 2. Interim Move<br>(if applicable)            | → Notice – min. 90 days<br>Select option:<br>A. Existing rental unit on<br>Treasure Island<br>B. In lieu payment |
| 3. Long Term Move<br>(at least several years) | → See next slide                                                                                                 |



## PROCESS FOR LONG-TERM MOVES

1. First Notice – Minimum 120 days
2. Household interviewed to describe housing benefits, assess special needs
3. Income certification
4. Second Notice – 60 days later
  - Households advised of eligibility, options, unit, rent
5. Select Option
  - A. New Rental Housing Unit
  - B. In Lieu Payment
  - C. Purchase Assistance

## ESTIMATED PROJECT PHASING





## Q & A

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TREASURE ISLAND DEVELOPMENT AUTHORITY

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TRANSITION HOUSING RULES AND REGULATIONS

FOR THE VILLAGES AT TREASURE ISLAND

ADOPTED BY  
TREASURE ISLAND DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS

Resolution No.

[date]



TRANSITION HOUSING RULES AND REGULATIONS  
FOR THE VILLAGES AT TREASURE ISLAND

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## EXHIBITS AND APPENDICES

Appendix 1:	Sample Tenant Income Certification Form
Appendix 2:	2010 In-Lieu Payment Schedule, Based on the 2010 San Francisco Rent Board Schedule for Relocation Payments for No Fault Evictions, adjusted for up to four adults
Appendix 3:	Sample Moving Expense Allowance Schedule
Appendix 4:	Definitions



## TRANSITION HOUSING RULES AND REGULATIONS FOR THE VILLAGES AT TREASURE ISLAND

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### I. GENERAL

#### A. Background

These Transition Housing Rules and Regulations for The Villages at Treasure Island ("**Transition Housing Rules and Regulations**") reflect the decision of the Treasure Island Development Authority Board of Directors ("**TIDA Board**") to implement certain recommendations made by the Board of Supervisors of the City and County of San Francisco ("**City**") in Resolution No. 699-06 (the "**Term Sheet Resolution**"). Definitions used in these Transition Housing Rules and Regulations are provided in **Appendix 4** for reference.

During World War II, Naval Station Treasure Island ("**NSTI**") was used as a center for receiving, training, and dispatching service personnel.

After the war, NSTI was used primarily as a naval training and administrative center. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. § 2687 and its subsequent amendments ("**BRAC**"). The Department of Defense subsequently designated the City as the Local Reuse Authority responsible for the conversion of NSTI to civilian use under the federal disposition process.

The City opted to negotiate for the transfer of NSTI under the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (Pub. Law 103-421) (the "**Base Redevelopment Act**") amending BRAC, under which certain portions of NSTI would be set aside for homeless assistance programs in a manner that balances the economic development needs of the redevelopment process. A consortium of nonprofit organizations is providing a variety of services to the formerly homeless (currently, Catholic Charities, Community Housing Partnership, Rubicon Programs, Swords for Ploughshares, and Walden House), organized as the Treasure Island Homeless Development Initiative ("**TIHDI**"), to coordinate the homeless assistance programs to be provided under the Base Redevelopment Act.

In anticipation of base closure and following a public planning process, the Mayor, the Board of Supervisors, and the Planning Commission endorsed a Draft Base Reuse Plan for NSTI in 1996 outlining opportunities, constraints, policy goals, and recommendations for the redevelopment of NSTI. The City entered into an agreement with TIHDI in 1996 to develop and implement the homeless component under the Base Reuse Plan, which includes the right to temporary use of former military housing at NSTI and permanent housing through the base redevelopment process. The City formed Treasure Island Development Authority ("**TIDA**") as a redevelopment agency under California redevelopment law and designated TIDA as the City's



Local Reuse Authority for NSTI as authorized under the Treasure Island Conversion Act of 1997 (Assembly Bill No. 699, Stats. 1997, ch. 898).

TIDA initiated formal negotiations with the Navy in 1997, the same year the Navy formally closed base operations at NSTI. Also in 1997, the Navy contracted with the City (and subsequently, TIDA) to manage the property pending negotiations for its transfer and redevelopment. As part of managing NSTI on behalf of the Navy, TIDA began subleasing at market rates a portion of the former military housing now known as The Villages at Treasure Island ("The Villages") through a master lease with The John Stewart Company, and directly leasing space to a variety of commercial tenants. The master leases, the Residential Leases for Villages units, and commercial leases are interim pending the Navy's transfer of NSTI to TIDA for redevelopment and reuse.

TIDA selected Treasure Island Community Development, LLC ("TICD") in 2003 for exclusive negotiations for the master redevelopment of NSTI. The Board of Supervisors adopted the Term Sheet Resolution in 2006, endorsing the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (as updated and endorsed by the TIDA Board of Directors and the Board of Supervisors in 2010, the "Development Plan"), conditioned on completion of environmental review under the California Environmental Quality Act ("CEQA"), an extensive community review process, and endorsement by the Treasure Island/Yerba Buena Island Citizen's Advisory Board and the TIDA Board. The Development Plan will serve as the basis for a Development and Disposition Agreement between TIDA and TICD (as amended, the "DDA"), which will govern their respective rights and obligations for the redevelopment of certain portions of NSTI if approved by the TIDA Board and the Board of Supervisors after completion of CEQA review. In the Term Sheet Resolution, the Board of Supervisors recommended that the TIDA Board create a transition program setting forth terms by which existing residents of NSTI could have the opportunity to rent at reduced rents or buy newly-constructed units on Treasure Island.

Consistent with Assembly Bill No. 699, the Development Plan specifies that all of the former military housing on the NSTI (except certain historic buildings) eventually will be demolished. As outlined in the Development Plan, TIDA and TICD intend to phase redevelopment so that new housing can be built on NSTI before demolishing most of the existing residential structures as follows.

- Redevelopment of Yerba Buena Island is planned as part of the first phase of the redevelopment project, requiring demolition of existing Yerba Buena Island housing to be among TICD's first development activities. Transitioning Households on Yerba Buena Island affected by the early phases of redevelopment will be offered Existing Units on Treasure Island through Interim Moves.
- Demolition of the housing on Treasure Island is proposed to occur in the later phases of the redevelopment project. But some Transitioning Households may be asked to make Long-Term Moves in earlier phases as new housing becomes available for occupancy.



## B. Purpose

These Transition Housing Rules and Regulations:

- are designed to ensure that eligible Villages Households who satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for Transition Benefits) receive housing opportunities consistent with the Term Sheet Resolution;
- describe benefits below (“**Transition Benefits**”) that are available only to Transitioning Households;
- specify the eligibility criteria for Transitioning Households to receive Transition Benefits; and
- outline the procedures by which Transitioning Households will be offered Transition Benefits, including the opportunity to occupy new housing to be built on TI.

## C. Limits of Applicability

The Transition Benefits under these Transition Rules and Regulations:

- apply only to Transitioning Households required to move to accommodate redevelopment of NSTI in accordance with the DDA;
- do not apply if TIDA must relocate Villages and TIHDI residents due to disaster or other declared emergency affecting living conditions on NSTI; and
- do not apply to:
  - Villages Households that do not satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for Transition Benefits); or
  - residents in housing managed by TIHDI member organizations, who will have the opportunity to move to new supportive housing that TIHDI will develop under the proposed Amended and Restated Base Closure Homeless Assistance Agreement; or
  - TIDA’s commercial tenants.



#### D. Overview and Program Framework

Two types of moves affecting Transitioning Households are anticipated as NSTI is redeveloped:

- **Interim Moves**, in which a Transitioning Household moves from one Existing Unit in The Villages to another Villages Existing Unit on Treasure Island following receipt of a Notice to Move. An example of this would be a move from an Existing Unit in an area proposed for redevelopment in an early phase to an Existing Unit on Treasure Island. *Most Transitioning Households will not be asked to make an Interim Move.*
- **Long-Term Moves**, in which a Transitioning Household moves from one of the Existing Units to a newly-constructed Dwelling on Treasure Island. All Transitioning Households (including those that previously made an Interim Move) will have the opportunity to make this move.

Key elements of these Transition Housing Rules and Regulations are:

- All Transitioning Households that receive a Notice to Move for either an Interim Move or a Long-Term Move will be eligible for Transition Benefits under these Transition Housing Rules and Regulations.
- NSTI residents who move off-Island before they receive a Notice to Move and an offer of Transition Benefits are not Transitioning Households and will not be eligible for Transition Benefits.
- All Transitioning Households will have the opportunity to remain on Treasure Island. No eligible Transitioning Household will be required to move before receiving an offer of Transition Benefits.
- Transitioning Households will have an opportunity to select one of the three Transition Benefit Options described in these Transition Housing Rules and Regulations:
  - the Transition Unit Option to move into rental housing on Treasure Island (See **Article V** (Description of Transition Unit Option));
  - the In-Lieu Payment Option for a lump sum payment upon moving off-Island (See **Article VI** (Description of In-Lieu Payment Option)); or
  - the Unit Purchase Assistance Option for down payment assistance in the purchase of a newly-constructed Dwelling on NSTI (See **Article VII** (Description of Unit Purchase Assistance Option)).



- Moving assistance will be provided to Transitioning Households that:
  - make Interim Moves to other Existing Units on Treasure Island; or
  - select the Transition Unit Option and make Long-Term Moves from their Existing Units to new Transition Units.
- A Premarketing Window to purchase newly-constructed Dwellings on NSTI will be available to:
  - all Transitioning Households in Existing Units before they have selected a Transition Benefit; and
  - Post-Transition Tenants that selected the In-Lieu Payment Option and received an In-Lieu Payment.
- Any resident of The Villages who moves onto NSTI after the DDA Effective Date will be a Post-DDA Tenant under these Transition Housing Rules and Regulations. Post-DDA Tenants who by definition do not qualify for an exception under **Section II.A.I** (Defined Terms for Determining Eligibility) are ineligible for Transition Benefits, but will be offered transition advisory services when required to move.

#### **E. Effective Date**

These Transition Housing Rules and Regulations will be effective on the date the DDA becomes effective (the “**DDA Effective Date**”), if the DDA is approved by the TIDA Board and the Board of Supervisors after completion of CEQA review.

## **II. ELIGIBILITY**

### **A. Determination of Household Eligibility for Transition Benefits**

The first step in determining whether a Villages Household is eligible for Transition Benefits is determining the status of the Household, based on the criteria below.

Only Transitioning Households are eligible for Transition Benefits. Transition Benefits are offered to each Transitioning Household as a Household and not to individual members of the Household.

1. **Defined Terms for Determining Eligibility.** TIDA will determine the members of a Transitioning Household based on the following definitions:

a. “**Existing Unit**” means a Dwelling located on NSTI that is occupied by a Transitioning Household as its primary Dwelling before receipt of a First Notice to Move or an Interim Notice to Move.



b. **"Good Standing"** means that TIDA does not have grounds for eviction as described in **Section XIIA (Eviction)**.

c. **"Household"** means an individual, or two or more individuals, related or unrelated, who live together in an Existing Unit as their primary Dwelling, or one or more families occupying a single Existing Unit as their primary Dwelling, including: (i) all adult Household members who are named in the Residential Lease; (ii) minor children in the Household; and (iii) the spouse or registered domestic partner of a Household member. Under these Transition Housing Rules and Regulations, all occupants of a single Existing Unit constitute a single Household, and a Household may include both Post-DDA Tenants and members of a Transitioning Household.

d. **"Post-DDA Tenant"** means a resident who moves onto NSTI after the DDA Effective Date, except as follows: (i) a spouse or registered domestic partner of a member of a Transitioning Household; (ii) a minor child of a member of a Transitioning Household; and (iii) a live-in caregiver for a member of a Transitioning Household who has been approved by TIDA or its agent to reside in the Existing Unit. Persons in categories (i) and (ii) above will only be considered Post-DDA Tenants if the Household notified TIDA in writing of the new Household member, and requested that the Person's name be added to the Residential Lease at the time that the Household member joined the Household, or, if that Person became a member of the Household after TIDA's most recent notice of annual change in base rent under the Residential Lease.

e. **"Residential Lease"** means the lease agreement, including any addenda, under which a Transitioning Household or a Post-DDA Tenant lawfully occupies an Existing Unit, or under which an employer provides employee housing for employees working on NSTI.

f. **"Transitioning Household"** means a Villages Household consisting of residents who: (i) lawfully occupied an Existing Unit in The Villages as its primary Dwelling on the DDA Effective Date as evidenced by each adult resident's signature on the Residential Lease and each minor child identified as an occupant in the Residential Lease; (ii) continue to live in an Existing Unit until the Household receives a First Notice to Move for a Long-Term Move or accepts an In-Lieu Payment or Down Payment Assistance; and (iii) remain in Good Standing under its Residential Lease until the Household receives a First Notice to Move for a Long Term Move or accepts an In-Lieu Payment or Down Payment Assistance. A Transitioning Household specifically excludes the following: (A) any Person or Household in Unlawful Occupancy of the Existing Unit; (B) any Post-DDA Tenant in the Household; (C) any Person who occupies an Existing Unit under an arrangement with a business entity that has entered into a Residential Lease with TIDA; and (D) any Person who occupies the Existing Unit solely for the purpose of obtaining Transition Benefits.

g. **"Unlawful Occupancy"** means: (i) a Person or Household has been ordered to move by a valid court order; (ii) the Person's or Household's tenancy has been lawfully terminated, if the termination was not undertaken for the purpose of evading the obligations of these Transition Housing Rules and Regulations; or (iii) a Person is not listed on



the Residential Lease, except for a: (x) spouse or registered domestic partner of a member of a Transitioning Household; (y) minor child of a member of a Transitioning Household; or (z) live-in caregiver for a member of a Transitioning Household who has been approved by TIDA or TIDA's agent to reside in the unit, provided that Persons in categories (x) and (y) have met the requirements to be considered a Post-DDA Tenant.

2. TIDA Records of Eligibility. Based on information available to TIDA, including information provided by Villages Households during and in follow-up to interviews under **Section III.B** (Interview Households and Offer Advisory Services), TIDA will maintain records indicating which members of each Villages Household constitute an eligible Transitioning Household and which members are Post-DDA Tenants or otherwise not qualified for Transition Benefits.

#### **B. Ineligible Residents**

1. Post-DDA Tenants. Post-DDA Tenants are ineligible for Transition Benefits. A Post-DDA Tenant may be a resident in an Existing Unit in which other residents constitute a Transitioning Household. Post-DDA Tenants will be eligible only for transition advisory services under these Transition Housing Rules and Regulations.

2. Unlawful Occupancy. A resident in Unlawful Occupancy of an Existing Unit is ineligible for Transition Benefits or advisory services under these Transition Housing Rules and Regulations.

### **III. TRANSITION NOTICES AND PROCEDURES**

#### **A. First Notice to Move**

1. Delivery of First Notice to Move. TIDA will deliver a First Notice to Move to each affected Household before the Household is required to move to facilitate the ongoing redevelopment of NSTL.

2. Time of Notice. The First Notice to Move will be delivered: (a) no less than 90 days before the date by which an Interim Move must occur; and (b) no less than 120 days before the date by which a Long-Term Move must occur.

3. Contents of Notice. The First Notice to Move will state:

- a. whether the move will be an Interim Move or a Long-Term Move;
- b. TIDA's intent to terminate the Residential Lease for the Existing Unit on a specified date, by which the Household will be required to move;
- c. whether TIDA records: (i) list any or all of the members of the Household as an eligible Transitioning Household; or (ii) indicate that any members of the Household are Post-DDA Tenants or are otherwise ineligible for Transition Benefits;



d. if TIDA records indicate that any members of the Household are or may be a Transitioning Household: (i) additional information or verifications necessary to determine eligibility as a Transitioning Household; (ii) a general description of the Transition Benefits that a Transitioning Household may receive under these Transition Housing Rules and Regulations; (iii) additional steps a Transitioning Household must take to secure Transition Benefits, such as setting up an interview to provide TIDA with the information necessary to complete income certification requirements and determine the composition of the Transitioning Household; and (iv) the time-frame for setting up the informational interview to establish the Transitioning Household's housing needs and certify Household Income;

e. if TIDA records indicate that the entire Household (or any member of the Household) is not a Transitioning Household but is a Post-DDA Tenant, information regarding advisory services available to Post-DDA Tenants and on the Household's opportunity to present information demonstrating its eligibility as a Transitioning Household;

f. contact information for questions about the notice or process; and

g. that the notice and all future notices will be translated into a language understood by the Household if the Household notifies TIDA that the Household does not include an adult fluent in English.

## **B. Interview Household and Offer Advisory Services**

1. Schedule Interview. After the First Notice to Move is delivered, TIDA will contact each Household to set up interviews. TIDA will provide sufficient advance notice and scheduling flexibility to enable each adult in the Household (except those in Unlawful Occupancy of the Existing Unit) to be interviewed, so that TIDA can obtain required information and provide advisory services described below.

### **2. Advisory Services for Transitioning Households:**

a. The interviews will enable TIDA to: (i) describe and explain any applicable eligibility requirements for the specific Transition Benefits available to the Transitioning Household under these Transition Housing Rules and Regulations; (ii) advise and assist the Transitioning Household in evaluating its housing needs; (iii) identify any special needs for that Transitioning Household; (iv) assist each Transitioning Household to complete applications for Transition Benefits; and (v) ensure that no Transitioning Household will be required to move from an Existing Unit without an opportunity to relocate to a Transition Unit, except in the case of: (A) an Interim Move; (B) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (C) a state of emergency declared by the President of the United States or the Governor of the State of California; or (D) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.



b. For Long-Term Moves only: (i) the Transitioning Household must begin the process of determining Household Income; and (ii) to qualify for an income-restricted Transition Unit under **Sections V.E.1, V.E.2, or V.E.3** (Calculation of Base Monthly Rental Cost), Household Income of the entire Transitioning Household must be certified, subject to third-party verification. For all Households, TIDA will use the then-current Tenant Income Certification Form published by the California Tax Credit Allocation Committee to determine Household Income. A copy of the current form is attached as **Appendix 1**.

c. If all adult members of a Transitioning Household do not consent to be interviewed or do not provide all of the required information requested during or within 30 days after the interview, TIDA will be entitled to rely solely on the limited information provided in response to the interview and contained in its records relating to the Household when making its determination about eligibility for Transition Benefits.

3. **Advisory Services for Post-DDA Tenants.** The interviews will enable TIDA to offer the following advisory services to Post-DDA Tenants: (a) assist in evaluating their housing needs and any special needs; (b) provide references to providers of special needs services and other housing in San Francisco; and (c) provide a Household with the opportunity to present information to TIDA to support a claim of eligibility for Transition Benefits.

### **C. Second Notice to Move**

1. **Time and Contents of Second Notice to Move.** No less than 60 days before a Household is required to move, TIDA will deliver a Second Notice to Move. The Second Notice to Move will state:

- a. TIDA's determination of whether the Household is an eligible Transitioning Household;
- b. which members of the Household, if any, are Post-DDA Tenants, in Unlawful Occupancy, or otherwise ineligible for Transition Benefits;
- c. the actual date by which the move must be complete (the "Move Date"); and
- d. the options available to the Transitioning Household under these Transition Rules and Regulations.

### **D. Selection of a Transition Benefit**

After receipt of the Second Notice to Move, each Transitioning Household will be required to make certain decisions about Transition Benefits.

1. **Transition Benefit Options for Long-Term Moves.** For Long-Term Moves, the Second Notice to Move will offer each Transitioning Household a choice of:



a. the Transition Unit Option to move into a Transition Unit in a specifically identified new building on TI, with the number of bedrooms, initial rent, and long-term rent protection as described in **Article V** (Description of Transition Unit Option);

b. the In-Lieu Payment Option to receive an In-Lieu Payment, calculated in accordance with **Article VI** (Description of In-Lieu Payment Option); or

c. the Unit Purchase Assistance Option to receive Down Payment Assistance calculated in accordance with **Article VII** (Description Unit Purchase Assistance Option), but only if new for-sale units are then available for purchase and the Transitioning Household can demonstrate that it can close escrow on the purchase of and move into a new Dwelling on NSTI before the Move Date.

2. Options for Interim Moves. For Interim Moves, the Second Notice to Move will offer each Transitioning Household a choice of the following options:

a. the right to occupy an Existing Unit on Treasure Island with the number of bedrooms and initial rent calculated in accordance with **Article IV** (Interim Moves); or

b. the option to receive an In-Lieu Payment in accordance with **Article VI** (In-Lieu Payment Option).

3. Written Notice to TIDA of Selection. For both Long-Term Moves and Interim Moves, the Transitioning Household's selection may be made by delivering written notice to TIDA, signed by each adult member of the Transitioning Household at any time up to 45 days before the Move Date.

4. Transitioning Household Entitled to Single Transition Benefit. Each Transitioning Household receiving a Long Term Move Notice is entitled to only one of the Transition Benefits described in **Article V** (Transition Unit Option), **Article VI** (In-Lieu Payment Option), and **Article VII** (Unit Purchase Assistance Option). As a condition to receipt of the selected Transition Benefit, each member of the Transitioning Household will be required to waive all other Transition Benefits under these Transition Housing Rules and Regulations.

#### E. Complete the Move

1. Eligibility for Moving Assistance. Moving assistance to cover the costs of moving the Household will be provided to every Transitioning Household that makes an Interim Move from an Existing Unit on NSTI to another Existing Unit on TI and/or a Long-Term Move from an Existing Unit on NSTI to a Transition Unit. Moving assistance is not provided to:

(a) Transitioning Households that receive the In-Lieu Payment Option or Down Payment Assistance; (b) Post-DDA Tenants; (c) Persons in Unlawful Occupancy of their Existing Unit; or (d) other Persons ineligible for Transition Benefits.

2. Actual Costs. A Transitioning Household will be compensated for Actual Reasonable Moving Expenses incurred in moving the Household for an Interim Move to an



Existing Unit or a Long-Term Move to a Transition Unit. Costs that may be included in a claim for Actual Reasonable Moving Expenses are listed in **Article VIII.B** (Moving Assistance).

3. **Moving Allowance Alternative.** A Transitioning Household that is eligible to be reimbursed for Actual Reasonable Moving Expenses may elect instead to receive a Moving Expense Allowance that will be determined according to a schedule established by TIDA, based on a moving expense allowance determined in accordance with established federal Highway Administration schedules maintained by the California Department of Transportation. The current schedule is shown in **Appendix 3**.

#### **F. Early Transition Benefits**

1. **Limited Circumstances.** Under certain circumstances, Transitioning Households may be eligible to receive certain Transition Benefits before receipt of a Notice to Move.

a. The In-Lieu Payment Option may be available earlier, if, and only if, TIDA provides written notice to Transitioning Households offering an early opportunity to receive an In-Lieu Payment, which may be conditioned on the Household moving out of its Existing Unit by a specified date ("**Notice of Early In-Lieu Payment Option**").

b. The Unit Purchase Assistance Option is available at any time a Transitioning Household completes the purchase of a new Dwelling on NSTI, unless the Transitioning Household has previously lost its status as a Transitioning Household by accepting an In-Lieu Payment or moving into a Transition Unit.

#### **IV. INTERIM MOVES**

##### **A. Required Interim Moves**

Some Transitioning Households will be required to make an Interim Move from one Existing Unit to another Existing Unit on TI.

An Interim Move will be required for those Transitioning Households that reside in areas proposed for redevelopment in an early phase of development. Although not currently anticipated, Interim Moves also may be required in later phases of development. Transitioning Households required to make an Interim Move will receive a First Notice to Move not less than 90 days before the Move Date and a Second Notice to Move not less than 60 days before the Move Date.

##### **B. Benefits for Interim Moves**

Transitioning Households required to make an Interim Move may elect to move to an Existing Unit on TI under the following terms:

1. **Size.** The offered Dwelling will have at least the same number of bedrooms as the Existing Unit unless the Transitioning Household elects to move to a smaller unit. The



Transitioning Household may be offered a Dwelling that has a greater number of bedrooms if the available Dwellings with the same number of bedrooms as the Existing Unit will result in a reduction in total square footage from the Existing Unit by 10% or more.

2. Rent. The initial monthly rent for Transitioning Households making an Interim Move to an Existing Unit on TI will be determined as set forth below. In each case, the initial monthly rent will be subject to annual increases calculated by the Rent Board Adjustment.

a. If the offered Dwelling has the same or a greater number of bedrooms as the Existing Unit, the initial monthly rent for the offered Dwelling will be the lesser of: (a) the rent the Transitioning Household is paying for its Existing Unit on the date of the First Notice to Move; or (b) the market rent that TIDA would otherwise charge for the offered Dwelling on the date of the First Notice to Move.

b. If Transitioning Household has elected to move to an offered Dwelling with fewer bedrooms than its Existing Unit, the initial monthly rent on the offered Dwelling will be the lesser of: (a) the monthly rent for the Existing Unit on the date of the First Notice to Move, reduced by 10% for each reduction in bedroom count, or (b) the market rent that TIDA would otherwise charge for the offered Dwelling on the date of the First Notice to Move. For example, if a Transitioning Household occupies an Existing Unit with four bedrooms on the DDA Effective Date, but elects in an Interim Move to move into an offered Dwelling with two bedrooms, the initial monthly rent under (a) would be 80% of the monthly rent on the Existing Unit on the date of the First Notice to Move.

3. Unit Selection. The Notice to Move for an Interim Move will provide information on the process for Transitioning Households electing to move to an Existing Unit on TI to select a Dwelling.

4. Status as Transitioning Household. The Transitioning Household will retain its status as a Transitioning Household following an Interim Move, and will continue to be eligible for Transition Benefits as long as the Household continues to meet the eligibility requirements stated in **Section II.A.1.d** (Determination of Household Eligibility for Transition Benefits).

### **C. Option to Elect In-Lieu Payment**

Instead of making an Interim Move, Transitioning Households may elect the In-Lieu Payment Option in accordance with **Article VI** (Description of In-Lieu Payment Option).

## **V. DESCRIPTION OF TRANSITION UNIT OPTION**

### **A. Transition Unit Option**

1. Time of Option. The Transition Unit Option is available for Transitioning Households only after TIDA delivers a Notice to Move for a Long-Term Move.



2. Benefits. Transitioning Households will have the opportunity to rent a newly-constructed Transition Unit on Treasure Island. Transitioning Households that elect to move into the offered Transition Unit will be eligible for Actual Reasonable Moving Expenses or a Moving Expense Allowance.

3. Designated Unit. TIDA will designate at least one Transition Unit for each Transitioning Household selecting the Transition Unit Option.

4. Loss of Status. A Transition Unit will be offered to each Transitioning Household unless it has lost its status as a Transitioning Household by its prior receipt of Transition Benefits for a Long-Term Move or it no longer meets the eligibility requirements stated in **Section II.A** (Determination of Household Eligibility for Transition Benefits).

5. Leases for Income-Restricted Units. Leases for Households with Section 8 vouchers, Tax Credit Eligible Households and others occupying Transition Units assisted with state, federal, or local housing funds will be subject to applicable regulations and requirements of such funding programs.

6. Loss of Option. TIDA's obligation to provide a Transitioning Household selecting the Transition Unit Option with a Transition Unit will be deemed to be satisfied if the Transitioning Household is offered and refuses to accept the Transition Unit offered.

#### **B. Standards Applicable to Transition Units**

1. Size. Except as provided below, a Transition Unit offered to a Transitioning Household under the Transition Unit Option must contain the same number of bedrooms as in the Existing Unit. Exceptions include:

a. Program regulations of certain government housing programs (e.g. tenant-based Section 8) may limit the number of bedrooms that participating Transitioning Households can be offered.

b. In determining the size of a Transition Unit, Post-DDA Tenants, Persons in Unlawful Occupancy and other Persons ineligible for Transition Benefits are excluded as Persons in the Transitioning Household, but Post-DDA Tenants will be allowed to move into a Transitioning Household's Transition Unit.

c. If the Transitioning Household is smaller when it moves into the Transition Unit than it was when its eligibility was established, TIDA will offer a Transition Unit with one bedroom per Person remaining in the Transitioning Household up to a maximum of four bedrooms.

2. Decent, Safe and Sanitary. The Dwelling must be "Decent, Safe and Sanitary," which means it:



a. conforms with all applicable provisions for existing structures that have been constructed under state or local building, plumbing, electrical, housing and occupancy codes, and similar ordinances or regulations;

b. has a continuing and adequate supply of potable water;

c. has a kitchen or an area set aside for kitchen use that: (i) contains a sink in good working condition connected to hot and cold water and to an adequate sewage system; and (ii) has utility service connections and adequate space for the installation of a stove and a refrigerator;

d. has an adequate heating system in good working order that will maintain a minimum temperature of 70 degrees in all habitable rooms, and all rooms must be adequately ventilated;

e. has a bathroom, well lit and ventilated and affording privacy to a person within it, containing a lavatory basin and a bathtub or stall shower, properly connected to an adequate supply of hot and cold running water, and a flush closet, all in good working order and properly connected to a sewage disposal system;

f. has an adequate and safe wiring system for lighting and other electrical services;

g. is structurally sound, weather tight, in good repair, and adequately maintained;

h. has a safe unobstructed means of egress leading to safe open space at ground level that conforms to building and fire codes;

i. has at least one room that has not less than 150 square feet of floor area, and other habitable rooms, except kitchens, that have an area of not less than 70 square feet;

j. has sleeping room(s) that include at least 70 square feet of habitable floor space for the first occupant and 50 square feet of habitable floor space for each additional occupant; and

k. is available to the Transitioning Household regardless of race, color, sex, marital status, religion, or national origin in a manner consistent with Title VIII of the Civil Rights Act of 1968 and any other applicable local, state, or federal nondiscrimination laws.

### **C. Required Information for Option**

1. Relevant Household Information. Transitioning Households must provide all of the following information to receive the Transition Unit Option:

a. Household Income;



b. Household composition and size, including: (i) the full names of all Household members and relationship of Household members to each other; (ii) age and number of any children and elderly members of the Household; (ii) whether any members of the Transitioning Household are disabled; (iii) whether any members of the Transitioning Household are Adult Students; and (iv) special needs (social and public services, special schools, and other services, need for in-home care); and

2. Time to Provide Information. To the extent all required information is not provided at the interview, Transitioning Households wishing to obtain Transition Benefits will have 30 days after the interview to provide all required information to TIDA.

#### **D. Calculation of Household Income**

A Transitioning Household's annual Household Income will be determined using the current Tenant Income Certification Form (see **Appendix 1**).

Households will be required to verify Household Income with third-party documentation such as W-2 forms, pay check stubs, tax returns or other forms of verification. Monthly Household Income will be determined based on the most recent 12 month period preceding the First Notice to Move.

#### **E. Calculation of Base Monthly Rental Cost**

The Transitioning Household will be offered a Transition Unit at an initial rent not exceeding the Base Monthly Rental Cost as determined below:

1. Adjustments for Changes in Bedroom Count. If the size of the Transitioning Household changed after the Effective Date, and the Transition Unit contains fewer bedrooms than the Household's Existing Unit as provided in **Section V.B(1)(c)** (Standards Applicable to Transition Units), for purposes of determining the Base Monthly Rental Cost the monthly rent for the Existing Unit will "**Adjusted for Changes in Bedroom Count**," according to the following calculation: (a) calculate the Existing Unit's monthly rent by adding any annual Rent Board Adjustments to the rent for the Existing Unit on the DDA Effective Date; (b) multiply (a) by the product of 10% times the reduction in bedroom count and (c) deduct the applicable Utility Adjustment. For example, if a Transitioning Household originally rented an Existing Unit with four bedrooms but due to changes in the Transitioning Household's size received a unit with two bedrooms, the monthly rent would be reduced by 20% and adjusted for the applicable Utility Allowance based on the new unit bedroom count.

#### **2. Households Participating in Governmental Housing Programs**

a. Tax Credit Eligible Households: Base Monthly Rental Cost for Tax Credit Eligible Households will be the lesser of: (i) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count (as defined below), if applicable, less Utility Adjustment; (ii) 30% of the Transitioning Household's Average Monthly Income; or (iii) the maximum allowable rent under applicable tax credit regulations less Utility Adjustment. Tax Credit Eligible Households will be offered a



Transition Unit in housing financed with low income housing tax credits and may be required to certify Household Income annually while occupying the rent-restricted unit.

b. Households with Section 8 Vouchers: Base Monthly Rental Cost for Households with Section 8 vouchers will be the fair market rent for a Dwelling for the Household size under Section 8 program regulations, less Utility Adjustments.

3. Low Income Household (defined in Calif. Health & Safety Code § 50079.5): Base Monthly Rental Cost for Low Income Households that do not include Adult Students will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less Utility Adjustment; or (b) the maximum rent for a Low Income Household allowed by Health and Safety Code § 50053, less Utility Adjustment.

4. Moderate Income Household (defined in Calif. Health & Safety Code § 50079.5): Base Monthly Rental Cost for Moderate Income Households that do not include Adult Students will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less Utility Adjustment; or (b) the maximum rent for a Moderate Income Household allowed by Health and Safety Code § 50053, less Utility Adjustment.

5. All Other Transitioning Households: Base Monthly Rental Costs for all other Households, consisting of: (i) Transitioning Households that are not Tax Credit Eligible Households, Households with Section 8 vouchers, Low Income Households, or Moderate Income Households; (ii) Transitioning Households that include an Adult Student; and (iii) Transitioning Households that do not provide the required Household information within 30 days after their interview under **Section III.B** (Interview Household and Offer Advisory Services) will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less the Utility Adjustment; or (b) the market rent that would otherwise be charged for the Transition Unit.

#### **F. Lease Terms for Transition Unit; Occupancy Verification**

1. Lease Terms. The following will apply to each Transitioning Household accepting a Transition Unit, except for Tax Credit Eligible Households and Households with Section 8 vouchers (whose leases will comply with applicable federal regulations):

a. The Transitioning Household will enter into a lease containing the following key terms: (i) an initial period of 12 months, with automatic renewal on a month-to-month basis; (ii) a limitation on annual rent increases to the Rent Board Adjustment; (iii) a statement that the Transitioning Household may remain in the Transition Unit as long as the Household remains in Good Standing under its lease, and a description of the events that will cause the Household to be in default of its lease; and (iv) a prohibition against subleasing.



b. Each lease for a Transition Unit will require the Transitioning Household to: (i) identify each occupant of the Household by name; (ii) acknowledge that subleasing is not permitted and that subleasing will be a default under the lease; (iii) acknowledge that at least one member of the Transitioning Household must maintain the Transition Unit as his or her primary Dwelling; (iv) cooperate fully with any subsequent occupancy verification; and (v) comply with all other terms of the lease.

2. Right to Verify Occupancy by Transitioning Household. TIDA, or any subsequent owner or property management company for the Transition Unit, will have the right to verify occupancy of the Transition Unit at any time. If a Transitioning Household does not cooperate with an occupancy verification request or any member of the Household is discovered to have provided knowingly false responses: (a) the entire Transitioning Household will lose the right to continue to rent at the Base Monthly Rental Cost; (b) rent will be increased to the then-current market rate; and (c) future rent increases will not be limited to the Rent Board Adjustment. In addition, TIDA, or any subsequent owner or property management company for the Transition Unit will have the right to charge and collect the additional rent it would have charged, had the rents not been reduced under these Transition Rules and Regulations.

3. Termination of Lease for Transition Unit. If the Transition Unit is no longer occupied by any members of the Transitioning Household, the Transitioning Household's lease for the Transition Unit will terminate.

## **VI. DESCRIPTION OF IN-LIEU PAYMENT OPTION**

### **A. In-Lieu Payment Option**

1. Time. A Transitioning Household may elect to receive an In-Lieu Payment in response to a written offer from TIDA. TIDA currently anticipates offering the In-Lieu Payment Option at the following times:

- a. when TIDA delivers a Notice to Move for an Interim Move to a Transitioning Household;
- b. when TIDA delivers a Notice of Early In-Lieu Payment Option, currently anticipated to occur during a specified period between TIDA's approvals of Major Phase 2 and Major Phase 4; and
- c. when TIDA delivers a Notice to Move for a Long-Term Move to a Transitioning Household.

2. Calculation of Payment. The amount of the In-Lieu Payment will be calculated using the schedule for Relocation Payments for No Fault Evictions published and updated annually by the San Francisco Rent Board (as of the date of the calculation, the "Rent Board Schedule"). The 2010 In-Lieu Payment Schedule, based on the 2010 Rent Board Schedule, adjusted for up to four adults, is attached as **Appendix 2**. The Transitioning Household's In-Lieu Payment will be the product of the payment per adult tenant in the Rent



Board Schedule times the number of adults in the Transitioning Household, up to a maximum of four, plus any of the following applicable adjustments:

- a. if the Transitioning Household includes elderly or disabled Persons, the product of the payment per elderly or disabled Person under the Rent Board Schedule times the number of elderly or disabled persons in the Transitioning Household; and
- b. if the Transitioning Household includes any minor children, an additional lump sum equal to the payment for minors under the Rent Board Schedule.
- c. In determining the number of adults in a Transitioning Household, Post-DDA Tenants and, Persons in Unlawful Occupancy and other Persons ineligible for Transition Benefits are excluded as Persons in the Transitioning Household.

3. Effect of Election. Transitioning Households that elect to receive the In-Lieu Payment:

- a. will no longer be eligible for the Transition Unit Option or the Unit Purchase Assistance Option
- b. will not receive moving assistance;
- c. will be required to vacate their Existing Units by the date specified in the Notice to Move or Notice of Early In-Lieu Payment Option to receive the In-Lieu Payment; and
- d. upon written request to TIDA, will be placed on the Premarketing Notice List if not already listed.

## VII. DESCRIPTION OF UNIT PURCHASE ASSISTANCE OPTION

Transitioning Households that elect to receive the Unit Purchase Assistance Option will be entitled to Down Payment Assistance.

### A. Down Payment Assistance

1. Amount of Payment. A Transitioning Household electing the Unit Purchase Assistance Option will receive "Down Payment Assistance" described in this Section. The amount of Down Payment Assistance will be equal to the amount the Transitioning Household would have received had it chosen an In-Lieu Payment, based on the Rent Board Schedule and the number of eligible members in the Transitioning Household, up to four Persons, when the Household enters into the purchase contract for the new Dwelling on NSTI.

2. Conditions to Payment. A Transitioning Household electing to purchase a new Dwelling on NSTI will receive Down Payment Assistance only if: (a) the Household meets all applicable eligibility criteria to purchase the new Dwelling; (b) its purchase offer for the new



Dwelling is accepted; and (c) the purchase closes escrow. No Household is guaranteed that its offer to purchase a new Dwelling on NSTI will be accepted, and the purchased Dwelling need not be similar in size, bedroom count, and amenities to the Existing Unit previously occupied by the Household.

3. Escrow and Closing. Down Payment Assistance will be paid at closing into escrow. TIDA will verify the Transitioning Household's eligibility for and amount of the Down Payment Assistance to lenders and sellers of Dwellings during escrow upon request. If escrow does not close, the escrow officer will be instructed to return any Down Payment Assistance funds on deposit to TIDA.

4. Termination of Status. A Transitioning Household that elects to receive the Down Payment Assistance and closes its purchase on a new for-sale Dwelling on NSTI:

- a. will no longer be eligible for the Transition Unit Option or the In-Lieu Payment Option
- b. will not receive moving assistance;
- c. will be required to vacate its Existing Unit by the date specified in the Notice to Move; and
- d. will be removed from the Premarketing Notice List.

## VIII. ADDITIONAL ASSISTANCE

### A. Premarketing Assistance

1. Definitions. The following definitions will apply to the Assistance described in this Section VIII.A (Premarketing Assistance):

- a. **"Post-Transition Household"** means a Transitioning Household that previously received an In-Lieu Payment.
- b. **"Post-Transition Tenant"** means a Person who was a member of a Transitioning Household that previously received an In-Lieu Payment.
- c. **"Premarketing Notice List"** means that email contact list that TIDA will maintain to provide notice of a Premarketing Window.
- d. **"Premarketing Window"** means a specific and limited time period of no less than 30 days before the Dwellings in each new for-sale housing development on NSTI are offered for sale to the general public.
- e. **"Sunset Date"** means the date that is seven years after the date that a Transitioning Household or a Post-Transition Tenant is placed on the Premarketing Notice List.



2. Early Notice. Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List will have the opportunity to make purchase offers on Dwellings in each new for-sale housing development on NSTI during the Premarketing Window.

a. If the purchase offer of a Transitioning Household that is not a Post-Transition Household is accepted: (i) the Transitioning Household also may select the Unit Purchase Assistance Option to receive Down Payment Assistance under **Section VII.A** (Down Payment Assistance); and (ii) TIDA will remove the Transitioning Household from the Premarketing Notice List after close of escrow. Post-Transition Households are not eligible for Down Payment Assistance.

b. If the purchase offer of a Post-Transition Tenant or Post Transition Household is accepted and escrow closes, TIDA will: (i) remove the Post-Transition Tenant or Post Transition Household from the Premarketing Notice List; and (ii) have no further obligation to the Post-Transition Tenant or Post Transition Household under these Transition Housing Rules and Regulations. Post-Transition Tenants are not eligible for Down Payment Assistance.

c. A Transitioning Household whose purchase offer is not accepted may stay on the Premarketing Notice List for subsequent notices of Premarketing Windows until the earliest of: (i) the date escrow closes on a subsequent purchase offer; (ii) the date the Transitioning Household moves into a Transition Unit; or (iii) the Sunset Date.

d. Post-Transition Households and Post-Transition Tenants whose purchase offers are not accepted may stay on the Premarketing Notice List for subsequent notices of Premarketing Windows until the earlier of: (i) the date escrow closes on a subsequent purchase offer; or (ii) the Sunset Date.

3. Notice List.

a. Each Transitioning Household and Post-Transition Household must: (i) provide TIDA with the names of Household members, the designated Household contact's name, and an email address for notices; and (ii) notify TIDA of any changes to Household information to remain on the Premarketing Notice List.

b. Each Post-Transition Tenant must: (i) provide TIDA with an email address for notices; and (ii) notify TIDA of any changes in the email notice address to remain on the Premarketing Notice List.

c. TIDA will have no obligation to: (i) verify that email notices that are sent are actually delivered; or (ii) update contact information of Transitioning Households, Post-Transition Households, or Post-Transition Tenants that do not notify TIDA that their email addresses have changed. TIDA will remove Transitioning Households, Post-Transition Households, and Post-Transition Tenants from the Premarketing Notice List on their respective Sunset Dates if they are then still on the list.



4. Required Acknowledgement. Before TIDA is obligated to add contact information to the Premarketing Notice List, each member of a Transitioning Household, Post Transition Household and Post-Transition Tenants will be required to sign an acknowledgment that neither TIDA nor any for-sale housing developer will be responsible for: (a) ensuring that the contact email address provided is current; (b) any inadvertent omission from the Premarketing Notice List, as long as the housing opportunity is marketed generally in the San Francisco area; or (c) guaranteeing that a Transitioning Household or a Post-Transition Tenant will qualify to purchase a new Dwelling.

5. Developer Notice Requirements. For-sale housing developers will be required to provide TIDA with advance notice of the Premarketing Window for each new for-sale housing development on NSTI, stating: (a) the start and end dates of the Premarketing Window; (ii) for each available Dwelling, the unit address, number of bedrooms, and initial offered price; (iii) the date(s) on which interested Transitioning Households, Post-Transition Households, and Post-Transition Tenants may tour the available Dwellings; and (iv) contact information for an authorized representative of the housing developer who can answer questions about the available Dwelling(s). TIDA will send email notices to all Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List before the Premarketing Window begins.

6. No Preferential Treatment. Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List will be offered the same purchase terms for the for-sale units as those offered to the general public.

a. Inclusionary units will be offered at a specified below-market-rate price to Transitioning Households, Post-Transition Households, and Post-Transition Tenants that meet all qualifying income and occupancy criteria for that Dwelling.

b. The purchase price of all other for-sale Dwellings will be the market-rate price.

c. Transitioning Households, Post-Transition Households, and Post-Transition Tenants will be required to qualify to purchase any Dwellings offered for sale during the Premarketing Window in the same manner as other members of the general public.

d. The Premarketing Window does not guarantee that a Transitioning Household, Post-Transition Household, or Post-Transition Tenant will qualify for the purchase or that its purchase offer will be accepted.

## **B. Moving Assistance**

1. Covered Moving Expenses. All Transitioning Households that make Interim Moves and that select the Transition Unit Option for a Long-Term Move will receive either Actual Reasonable Moving Expenses or a Moving Expense Allowance. Actual Reasonable Moving Expenses will include:

a. transportation of persons and property upon NSTI;



- b. packing, crating, unpacking, and uncrating Personal Property;
- c. insurance covering Personal Property while in transit;
- d. connection charges imposed by public utilities for starting utility service;
- e. the reasonable replacement value of Personal Property lost, stolen, or damaged (unless caused by the Transitioning Household or its agent) in the process of moving, where insurance covering such loss, theft, or damage is not reasonably available; and
- f. the removal of barriers to the disabled and installations in and modifications to a disabled Person's new Dwelling as needed to accommodate special needs.

2. Allowance Alternative. A Transitioning Household electing a self-move for an Interim Move or a Long-Term Move into a Transition Unit will be paid according to the Moving Allowance Schedule in **Appendix 3** promptly after filing a claim form provided by TIDA and vacating the Existing Unit, unless the Household seeks and is granted an advance payment to avoid hardship.

3. Advance Payment to Avoid Hardship. A Transitioning Household may be paid for anticipated moving expenses in advance of the actual move. TIDA will make an advance payment whenever the Household files a claim form provided by TIDA supported by documents and other evidence that later payment would result in financial hardship. Particular consideration will be given to the financial limitations and difficulties experienced by low and moderate income residents.

4. Moving Expense Claims. A claim for payment of Actual Reasonable Moving Expenses must be supported by a bill or other evidence of expenses incurred.

a. Each claim greater than \$1,000 for the moving costs incurred by a Transitioning Household hiring a moving company must be supported by at least 2 competitive bids. If TIDA determines that compliance with the bid requirement is impractical, or if the claimant obtains estimates of less \$1,000, a claim may be supported by estimates instead. TIDA may make payment directly to the moving company.

b. A Transitioning Household's Actual Reasonable Moving Expenses will be exempt from regulation by the State Public Utilities Commission. TIDA may effect the moves by directly soliciting competitive bids from qualified bidders for performance of the work. Bids submitted in response to such solicitations will be exempt from regulation by the State Public Utilities Commission.



## IX. IMPLEMENTATION OF TRANSITION HOUSING RULES AND REGULATIONS

### A. Administration

1. Information Program. TIDA will maintain an information program using meetings, newsletters, and other mechanisms, including local media, to keep Villages residents informed on a continuing basis about: (a) TIDA's transition housing program and other information about the redevelopment process; (b) the timing and scope of any anticipated Interim Moves; (c) the timing and scope of anticipated Long-Term Moves, (c) procedures for implementing and making claims under these Transition Rules and Regulations; and (d) other information relevant to these Transition Rules and Regulations.

2. Nondiscrimination. TIDA will administer these Transition Housing Rules and Regulations in a manner that will not result in different or separate treatment on account of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, or any basis protected by local, state, or federal nondiscrimination laws.

3. Site Office. TIDA may establish a site office that is accessible to all Households to provide advisory assistance described in **Section III.B** (Interview Households and Offer Advisory Services). If TIDA establishes a site office, it will be staffed with trained and experienced personnel, who may be third-party housing specialists.

4. Amendments. These Transition Rules and Regulations may be amended by TIDA from time to time by a resolution of the TIDA Board adopting an amendment at a duly noticed public meeting.

### B. Household Records

1. Contents. TIDA will maintain records for each Household containing information obtained during interviews, documents submitted by residents, and existing files of its property manager. The records will contain a description of the pertinent characteristics of the Persons in the Household, the assistance determined to be necessary, and the Household's decisions on Transition Benefits. Members of a Transitioning Household will have the right to inspect their own Transitioning Household records to the extent and in the manner provided by law.

2. Confidentiality. Household income information is confidential and will only be used for its intended purpose. Confidential information will not be disclosed to third parties outside of the Household unless all members of the Household provide their written consent to disclosure or a valid court order requires disclosure.

3. Publication of Aggregate Resident Data. TIDA will have the right to publish aggregate data about the resident population on NSTI, including information that is segmented according to aggregate Villages resident data and aggregate TIHDI resident data.



## **X. CLAIM AND PAYMENT PROCEDURES; TERMINATION OF TRANSITION HOUSING ASSISTANCE**

### **A. Filing Claims; Tax Forms**

1. Written Claims Required. TIDA will provide claim forms for payment under these Transition Rules and Regulations. All claims for In-Lieu Payments and Down Payment Assistance must be submitted to TIDA with the Household's notice of election of that specific Transition Benefit. All claims for moving expense payments must be submitted to TIDA within six months after the date on which the claimant makes an Interim Move or moves into a Transition Unit.

2. Tax Forms. TIDA: (a) makes no representations about the tax treatment of any payments or benefits of monetary value any Person receives under these Transition Housing Rules and Regulations; (b) will require all Persons who receive an In-Lieu Payment, Down Payment Assistance, moving assistance, or any other payment under these Transition Housing Rules and Regulations to provide TIDA with valid Social Security numbers for all recipients; and (c) will file W-9 forms for all payments and benefits of monetary value made or provided to any Person under these Transition Housing Rules and Regulations.

### **B. Treatment of Dependents**

1. Allocation of Transition Benefits. The following will apply to any Person who derives 51% or more of his or her income from one or more Persons within the same Transitioning Household in an Existing Unit (the "**Supporting Household**") or otherwise meets his or her living expenses primarily through the monetary support of the Supporting Household (a "**Dependent**").

a. A Dependent who lives with the Transitioning Household will not be entitled to any Transition Benefit except as a part of the Household, and will be counted as a member of the Transitioning Household for determining Household size.

b. If the Dependent's primary Dwelling, as determined by voter registration, driver's license, or other forms of verification, is different from that of the Supporting Household when the Supporting Household selects and receives a Transition Benefit, the Dependent will not be counted as part of the Transitioning Household when determining: (i) the size of a Transition Unit; (ii) the amount of an In-Lieu Payment; or (iii) the amount of Down Payment Assistance.

2. Documentation of Dependent Status. Any Transitioning Household claiming a Dependent must provide third-party documentation that it is a Supporting Household. TIDA will have the right to require that the Supporting Household and Dependent, if applicable, provide copies of tax returns filed for tax years preceding the claim.



### **C. Adjustments for Multiple Claims; Nontransferability**

1. Multiple Claimants. The amount of an In-Lieu Payment, Down Payment Assistance, or Moving Expense Allowance will be determined based on the total number of eligible members in the Transitioning Household. All adult members of a Household must sign the claim form and any other required documents as a condition to TIDA's obligation to pay Transition Benefits and moving assistance.

2. Multiple Claims. A single claim form for each payment claim by a Transitioning Household is preferred, but not required. Unless otherwise specified in a claim form, TIDA will issue separate checks to each adult in the Transitioning Household in equal shares, adjusted for Dependents and elderly or disabled members of the Household. If two or more eligible Persons in a single Transitioning Household submit more than one claim for any payment under these Transition Rules and Regulations, which in the aggregate exceed the payment limits to be made to the entire Transitioning Household, TIDA will pay each eligible claimant an equal share of the payment, up to the aggregate amount of the payment limits. As provided in **Section VII.A** (Down Payment Assistance), Transitioning Households that choose Down Payment Assistance will not receive direct payment; TIDA will deposit the entire amount of any Down Payment Assistance directly into escrow.

3. Nontransferability. The right to Transition Benefits and other assistance under these Transition Housing Rules and Regulations is personal to each member of a Transitioning Household and is not a property right. Therefore, a Transitioning Household's member's right to Transition Benefits and other assistance cannot be transferred by contract, inheritance, or any other means.

### **D. Termination of TIDA's Obligations**

1. Termination of Right to Transition Benefits. TIDA's obligation to provide Transition Benefits to a Transitioning Household under these Transition Housing Rules and Regulations will terminate under the following circumstances:

- a. The Transitioning Household moves off NSTI before receiving a Long-Term Notice to Move or a Notice of Early In-Lieu Payment Option.
- b. The Transitioning Household moves to a Transition Unit and receives all moving assistance to which it is entitled.
- c. The Transitioning Household moves off-NSTI after receiving a Notice to Move or a Notice of Early In-Lieu Payment Option and receives an In-Lieu Payment.
- d. The Transitioning Household moves from an Existing Unit to a new for-sale Dwelling on NSTI and receives Down Payment Assistance.
- e. The Transitioning Household refuses reasonable offers of assistance, payments, and a Transition Unit after receiving a Notice to Move.



f. TIDA determines a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to Transition Benefits.

2. Acknowledgement of Change in Status upon Receipt of Benefits. Each member of a Transitioning Household that receives Transition Benefits will be required to acknowledge in writing that he or she has received or is about to receive the Transition Benefits, and, upon receipt, the Household will cease to be a Transitioning Household entitled to any Transition Benefits, other assistance, and advisory services under these Transition Housing Rules and Regulations.

3. Records as Evidence. TIDA will be entitled to rely on and use its written offers of Transition Benefits to a Transitioning Household that refuses them, and all other information in the Transitioning Household's records, as evidence in any grievance proceeding or lawsuit.

4. Notice of Status. Except for a change in status after the Transitioning Household receives a Transition Benefit, TIDA will provide written notice of any determination that a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to Transition Benefits, delivered to the Transitioning Household's last known address.

5. Termination of Other Assistance. TIDA's obligations to provide moving assistance and to provide notices of Premarketing Windows will terminate as provided in Article VIII (Other Assistance).

## **XI. GRIEVANCE PROCEDURES**

### **A. Administrative Remedies**

1. Right to Appeal and Be Represented by Counsel. Any member of a Household, and any Household, that disagrees with a TIDA determination regarding eligibility for Transition Benefits, the proposed amount of payment, or the adequacy of the Transition Unit to which the Transitioning Household was referred may appeal the determination, but the Person or Household (individually, or as a Household, the "Grievant") must exhaust the prescribed administrative remedies before seeking judicial review. The Grievant will be entitled to be represented by an attorney at his or her, or the Household's, own expense at all stages of review under these Transition Housing Rules and Regulations.

2. Executive Director Review. The first step in administrative remedies available to a Grievant is the right to an appeal to the Executive Director of TIDA, as follows:

a. The Grievant must make a written request for review by the Executive Director no later than 12 months after the Grievant receives either a Long Term Notice to Move or an Interim Notice to Move. The Grievant's written request must state the basis for the claim and the relief sought.



b. The Grievant will be entitled to meet with the Executive Director and to present additional evidence and information that the Grievant has not presented previously through the interview process.

c. The Executive Director will make a determination based on the information the Grievant has provided to TIDA through the interview processes as well as any additional information presented by the Grievant.

d. The Executive Director must make a final determination in writing, stating the reasons for the determination within six weeks after conferring with the Grievant.

3. Hearing Before Relocation Appeals Board. If the Grievant is not satisfied with the Executive Director's determination, the second step in the administrative remedies available to a Grievant is an appeal to the Treasure Island Relocation Appeals Board (the "RAB"), which will be determined according to the procedures below.

a. No later than 30 days after the TIDA Executive Director delivers his or her written determination under **Section XI.A.2** (Executive Director Review) to the Grievant, the Grievant must submit a written appeal to the RAB, with a copy to TIDA, stating the basis for his or her claim and the relief sought by the Grievant. If the Grievant wishes to submit information in addition to that previously provided to TIDA, the additional information must be submitted with the written appeal, and TIDA will have 30 days to provide a response to any new material.

b. The RAB will review and reconsider the Grievant's claim in light of: (i) all material upon which the Executive Director based his or her original determination, including these Transition Housing Rules and Regulations; (ii) the Grievant's written request for an appeal; (iii) any additional written or relevant documentary material submitted by the Grievant; (iv) any material submitted by TIDA in response to new information submitted by the Grievant with the appeal; and (v) any further information that the RAB, in its discretion, obtains by request to ensure fair and full review of the claim.

c. The RAB may choose to hold a hearing, and must hold a hearing if requested by the Grievant. All RAB hearings will be public meetings subject to state and local public meeting laws. The RAB's review will be limited to whether the Grievant is entitled to the claimed relief under these Transition Housing Rules and Regulations. Its determination must be based on the information presented during the appeal and these Transition Rules and Regulations. All members of the RAB shall be required to disclose in a public meeting any communications and contacts such member has had with the Grievant outside of the hearing. The RAB will not be authorized to make any monetary award (including attorneys' fees and costs of appeal) other than a payment authorized under these Transition Rules and Regulations.

d. The RAB must issue a written determination to the Grievant and TIDA no later than six weeks from receipt of the last material submitted by any party or the date of the hearing, whichever is later, stating: (i) the RAB's decision; (ii) the basis upon which the decision rests, including any pertinent explanation or rationale; and (iii) a statement that the Grievant may appeal the decision in accordance with the procedure set forth below.



e. The RAB may reject an appeal for untimeliness by a written statement to the Grievant.

4. Administrative Law Judge Review. The final step in administrative remedies available to a Grievant is an appeal to an administrative law judge ("ALJ") on the Rent Board staff who is assigned to hear appeals under these Transition Rules and Regulations, as follows:

a. No later than 30 days after the RAB delivers its written determination under Section XI.A.3 (Hearing Before Relocation Appeals Board) to the Grievant, the Grievant must submit a written appeal to the ALJ, and deliver a copy of the appeal to TIDA at the same time, stating the basis for the claim and the relief sought.

b. TIDA will have 15 days after a signed appeal is filed with the ALJ to provide the ALJ with copies of information related to the Grievant's case, including all additional evidence or information submitted by the Grievant to the RAB and TIDA's records related to the Grievant.

c. The assigned ALJ may attempt to resolve the dispute without a hearing, but is not required to do so.

d. The ALJ will conduct a hearing unless the dispute has been resolved before the hearing date.

e. The ALJ must make a final determination in writing, stating the reasons for the determination, and deliver the determination to the Grievant, with a copy to TIDA at the same time. The ALJ determination must include a statement that the Grievant has exhausted administrative remedies under these Transition Rules and Regulations.

5. Right to Judicial Review. The Grievant may seek judicial review after the administrative remedies described above have been exhausted.

## **XII. PROPERTY MANAGEMENT PRACTICES**

### **A. Eviction**

1. Grounds for Eviction. In addition to all other grounds under the Residential Leases and California law, TIDA may initiate eviction proceedings to remove a Household from its Existing Unit:

a. after the date specified in a Notice to Move for an Interim Move or for a Long-Term Move has passed, and: (i) the Household is a Transitioning Household that has refused TIDA's offers of a Transition Benefit, including the right to relocate to a Transition Unit; or (ii) the Household is a Transitioning Household that has not vacated its Existing Unit after selecting and receiving a Transition Benefit; or (iii) the Household is a Post-DDA Household and has failed to vacate the Existing Unit after receipt of a Notice of Move.



b. after TIDA issues a notice to move due to: (i) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (ii) a state of emergency declared by the President of the United States or the Governor of the State of California; or (iii) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.

## **B. Post-DDA Tenants**

1. Notice of Status. Before prospective Post-DDA Tenants move into any Existing Unit, TIDA will inform them:

a. that the Existing Unit will be available only for an interim period pending redevelopment of NSTI;

b. of the projected date that the Existing Unit is expected to be vacated and demolished for development, if known;

c. that, along with all other Villages residents, all Post-DDA Tenants will receive periodic notices from TIDA with updates about the progress of the project;

d. that TIDA will provide 90 days' notice of the date by which they must vacate their Existing Unit; and

e. that no Post-DDA Tenant is eligible for Transition Benefits under these Transition Rules and Regulations or relocation benefits under applicable relocation laws.

2. Advisory Services. Post-DDA Tenants are not eligible for Transition Benefits under these Transition Housing Rules and Regulations, unless an exception under Section II.A.1 (Defined Terms for Determining Eligibility) applies, but are eligible for advisory services under Section III.B (Interview Households and Offer Advisory Services).

## **XIII. INTERPRETATION**

### **A. Rules of Interpretation and Severability**

1. The captions preceding the articles and sections of these Transition Housing Rules and Regulations and in the table of contents have been inserted for convenience of reference only and must be disregarded in interpreting these Transition Housing Rules and Regulations. Wherever reference is made to any provision, term, or matter in these Transition Housing Rules and Regulations, the term "in these Transition Housing Rules and Regulations" or "hereof" or words of similar import, the reference will be deemed to refer to any reasonably related provisions of these Transition Housing Rules and Regulations in the context of the reference, unless the reference refers solely to a specific numbered or lettered section, subdivision, or paragraph of these Transition Housing Rules and Regulations.



2. References to all laws, including specific statutes, relating to the rights and obligations of any person or entity mean the laws in effect on the effective date of these Transition Housing Rules and Regulations and as they are amended, replaced, supplemented, clarified, or superseded at any time while any obligations under these Transition Housing Rules and Regulations are outstanding, whether or not foreseen or contemplated.

3. The terms "include," "included," "including," and "such as" or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase "without limitation" or "but not limited to."

4. Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," "waived," "waiving").

5. The provisions of these Transition Housing Rules and Regulations are severable, and if any provision or its application to any person or circumstances is held invalid by a final order or judgment of a court with valid jurisdiction over the matter, the invalid provision will not affect the other provisions or the application of those Transition Housing Rules and Regulations that can be given effect without the invalid provision or application.



Draft 1/12/11

## APPENDIX 1

**Sample of Tenant Income Certification Form**  
(as published by the California Tax Credit Allocation Committee)

To be attached.



## APPENDIX 2

## 2010 In-Lieu Payment Schedule

Based on the 2010 San Francisco Rent Board Relocation Payments for No Fault Evictions  
(Adjusted for maximum of four adults)

Date of Second Notice to Move	In-Lieu Payment Amount Due Per Tenant	Maximum In-Lieu Payment Amount Due Per Unit (Maximum of 4 Adults)	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/10 – 2/28/11	\$5,101.00	\$20,404.00	\$3,401.00



## APPENDIX 3

**Sample Moving Expense Allowance Schedule**  
 (as published by the California Department of Transportation)

<b>Fixed Moving Schedule CALIFORNIA (Effective 2008)</b>	
<b>Occupant Owns Furniture:</b>	
1 room	\$625
2 rooms	\$800
3 rooms	\$1,000
4 rooms	\$1,175
5 rooms	\$1,425
6 rooms	\$1,650
7 rooms	\$1,900
8 rooms	\$2,150
Each additional room	\$225
<b>Occupant does NOT Own Furniture:</b>	
1 room	\$400
Each additional room	\$65



## APPENDIX 4

### Definitions

The following terms used in these Transition Rules and Regulations are defined as follows:

**"Actual Reasonable Moving Expenses"** is defined in **Section VIII.E** (Moving Assistance).

**"Adjusted for Changes in Bedroom Count"** is defined in **Section V.E.1** (Adjustment for Changes in Bedroom Count).

**"adult"** means a Person 18 years old or older.

**"Adult Student"** means an adult who, during the previous 12 months, was enrolled in two or more courses concurrently at an accredited educational institution, unless the Person is: (1) receiving assistance under Title IV of the Social Security Act; (2) enrolled in a job-training program; or (3) in a Transitioning Household composed entirely of full-time Adult Students who are single parents and are not listed as Dependents on someone else's tax return or who are married and file a joint return.

**"ALJ"** is defined in **Section XI.A.4** (Administrative Law Judge Review).

**"Average Monthly Income"** when used in determining Base Monthly Rental Cost, means the Transitioning Household's Household Income divided by 12.

**"Base Monthly Rental Cost"** means the amount that a Transitioning Household will pay as its initial rent for a Transition Unit, calculated as explained in **Section V.E** (Calculation of Base Monthly Rental Cost).

**"Base Redevelopment Act"** is defined in **Section I.A** (Background).

**"BRAC"** is defined in **Section I.A** (Background).

**"CEQA"** is defined in **Section I.A** (Background).

**"City"** means the City and County of San Francisco, a municipal corporation organized and existing under the laws of the State of California, or, as the context requires, the area within the City's jurisdictional boundaries.

**"DDA"** is defined in **Section I.A** (Background).

**"DDA Effective Date"** is defined in **Section I.E** (Effective Date).

**"Decent, Safe, and Sanitary Housing"** means a Dwelling that meets the minimum requirements specified in **Section V.B** (Standards Applicable to Transition Units).

**"Dependent"** is defined in **Section X.B.1** (Treatment of Dependents).



**“Development Plan”** is defined in **Section I.A** (Background).

**“Down Payment Assistance”** means the Transition Benefit offered as part of the Unit Purchase Assistance Option, described in **Section VII.A** (Down Payment Assistance).

**“Dwelling”** means the primary Dwelling of a Household, including a single-family residence, a single-family residence in a two-family building, multi-family or multi-purpose building, or any other residence that either is considered to be real property under state law or cannot be moved without substantial damage or unreasonable cost.

**“elderly”** means a Person who is 62 years of age or older.

**“Existing Unit”** is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

**“First Notice to Move”** means a written notice to a Household, as described in **Section III.A** (First Notice to Move).

**“Good Standing”** is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

**“Grievant”** is defined in **Section XI.A** (Right to Appeal and Be Represented by Counsel).

**“Household”** is defined in **Section II.A.1** (Determination of Household Eligibility for Transition Benefits).

**“Household Income”** means the total annual income of a Household including the total annual income of all adults, determined according to the then-current Tenant Income Certification Form published by the Tax Credit Allocation Committee.

**“Households with Section 8 Vouchers”** means Transitioning Households that meet all of the criteria for occupying a Dwelling under Section 8 regulations and has been allocated a Section 8 Voucher..

**“HUD”** means the United States Department of Housing and Urban Development or any successor federal agency.

**“In-Lieu Payment”** means the Transition Benefit offered to Transitioning Households in the In-Lieu Payment Option, described in **Section VI.A** (In-Lieu Payment Option).

**“In-Lieu Payment Option”** means the Transition Benefit offered to Transitioning Households described in **Article VI** (Description of In-Lieu Payment Option).

**“Interim Move”** is defined in **Section I.D** (Overview and Program Framework).

**“Long-Term Move”** is defined in **Section I.D** (Overview and Program Framework).



**"Low Income Household"** means a Transitioning Household: (1) whose income does not exceed the qualifying limits for lower income Households as determined in accordance with Health and Safety Code Section 50079.5; and (2) that does not contain any Adult Students.

**"minor"** means a member of a Household who is under 18 years of age, excluding foster children, the head of Household, and a spouse of a member of the Household.

**"Moderate Income Household"** means a Household: (1) whose income exceeds the maximum income limitations for a Low Income Household, but does not exceed 120% of area median income as determined in accordance with Health and Safety Code Section 50093; and (2) that does not contain any Adult Students.

**"Move Date"** is defined in **Section III.C.1** (Second Notice to Move).

**"Moving Expense Allowance"** is defined in **Section III.E** (Complete the Move).

**"Notice of Early In-Lieu Payment Option"** is defined in **Section III.F** (Early Transition Benefits).

**"Notice to Move"** means a First Notice to Move or a Second Notice to Move, as appropriate in the context.

**"NST1"** is defined in **Section I.A** (Background).

**"Person"** means an individual.

**"Personal Property"** means tangible property that is situated on real property vacated or to be vacated by a Transitioning Household and that is considered personal property under the state law, including fixtures, equipment, and other property that may be characterized as real property under state or local law, but that the tenant may lawfully and at his or her election may move.

**"Post-DDA Tenant"** is defined in **Section II.A1** (Determination of Household Eligibility for Transition Benefits).

**"Post-Transition Household"** is defined in **Section VIII.A** (Premarketing Assistance).

**"Post-Transition Tenant"** is defined in **Section VIII.A** (Premarketing Assistance).

**"Premarketing Notice List"** is defined in **Section VIII.A** (Premarketing Assistance).

**"Premarketing Window"** is defined in **Section VIII.A** (Premarketing Assistance).

**"RAB"** is defined in **Section XI.A.3** (Hearing before Relocation Appeals Board).



**"Rent Board Adjustment"** means the annual rent increases allowed by the San Francisco Residential Rent Stabilization and Arbitration Board under Chapter 37 of the Administrative Code.

**"Rent Board Schedule"** is defined in **Section VI.A.2** (Calculation of Payment).

**"Residential Lease"** is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

**"Second Notice to Move"** means a written notice to a Household, as described in **Section III.C** (Second Notice to Move).

**"Section 8"** means Section 8 of the United States Housing Act of 1937.

**"Sunset Date"** is defined in **Section VIII.A** (Premarketing Assistance).

**"Supporting Household"** is defined in **Section X.B.1** (Treatment of Dependents).

**"Tax Credit Eligible Household"** means a Transitioning Household that meets all of the criteria for occupying a Dwelling subject to a low income housing tax credit regulatory agreement, including maximum income limitations (generally not exceeding 60% of area median income).

**"Tenant"** means a Person who rents or is otherwise in lawful possession of a Dwelling, including a sleeping room, that is owned by another Person.

**"Term Sheet Resolution"** is defined in **Section I.A** (Background).

**"The Villages"** is defined in **Section I.A** (Background).

**"TICD"** is defined in **Section I.A** (Background).

**"TIDA"** is defined in **Section I.A** (Background).

**"TIDA Board"** is defined in **Section I.A** (Background).

**"TIHDI"** is defined in **Section I.A** (Background).

**"Transition Benefits"** is defined in **Section I.B** (Purpose).

**"Transition Housing Rules and Regulations"** is defined in **Section I.A** (Background).

**"Transition Unit"** is a newly-constructed Dwelling on Treasure Island that meets the standards of **Section V.B** (Standards Applicable to Transition Units).

**"Transition Unit Option"** means the benefit offered to Transitioning Households described in **Article V** (Description of Transition Unit Option).



**"Transitioning Household"** is defined in **Section II.A.** (Determination of Household Eligibility for Transition Benefits).

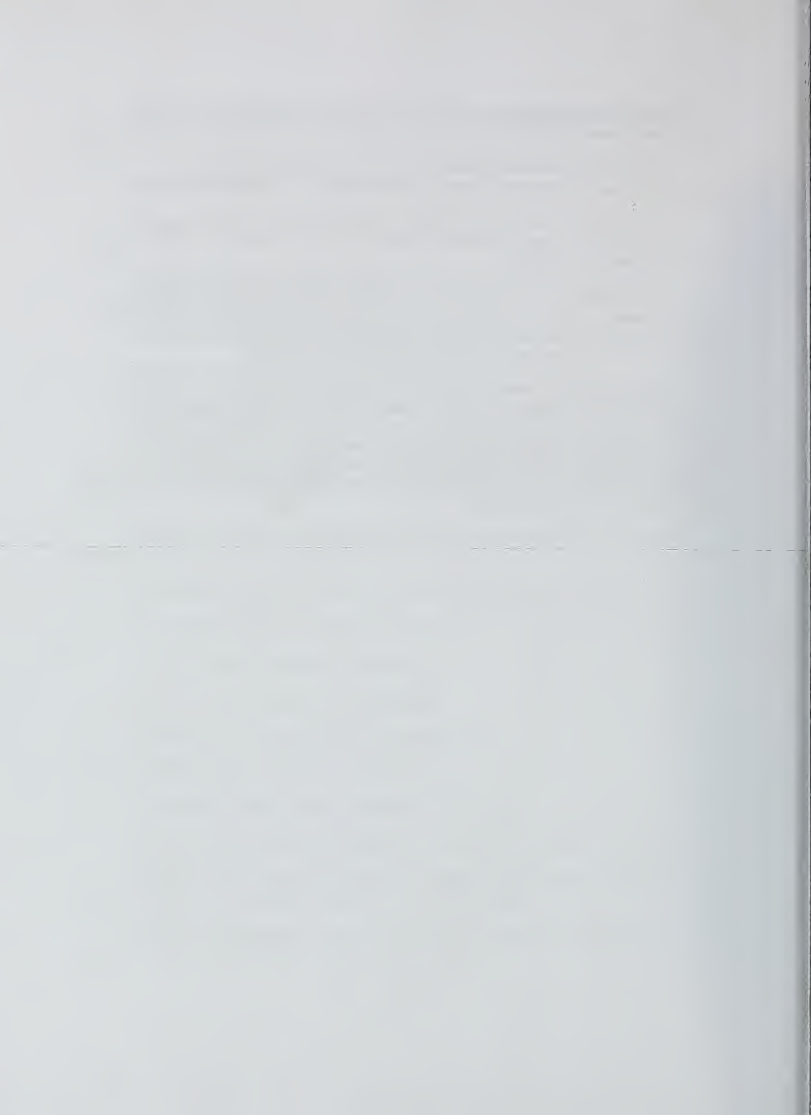
**"Unit Purchase Assistance Option"** means the Transition Benefit offered to Transitioning Households, described in **Article VII** (Description of Unit Purchase Assistance Option).

**"Unlawful Occupancy"** is defined in **Section II.A.I** (Determination of Household Eligibility for Transition Benefits).

**"Utility Adjustment"** means the amount by which rent for a Transition Unit will be adjusted downward to reflect any utilities that are not included in the rent of the Transition Unit, if the same utilities were included in the rent of the Existing Unit. The downward rent adjustment will be calculated according to the Utility Allowance Schedule.

**"Utility Allowance Schedule"** means the schedule published by the San Francisco Housing Authority to determine allowances for tenant-furnished utilities for Dwelling Units in the City. If the San Francisco Housing Authority publishes a Utility Allowance Schedule that includes allowances for energy efficient appliances or Dwelling Units, the energy efficient schedule will be used for the Utility Adjustment. For these Transition Housing Rules and Regulations, only allowances specifically allocated to electricity, natural gas, trash, water, and sewer, if applicable, will be considered.















**AGENDA ITEM 8**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of January 12, 2011**

- Subject:** Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Exhibits to the *Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC.*, including the (a) Land Use Plan; (b) Phasing Plan; (c) Infrastructure Plan; and (d) Housing Plan; and (ii) the Draft *Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project* (Discussion Item)
- Contact:** Rich Hillis, Director of Redevelopment, Office of Economic and Workforce Development  
Michael Tymoff, Deputy Director of Redevelopment, Office of Economic and Workforce Development

**Introduction**

As the final stage of the predevelopment and entitlements phase of the Treasure Island/Yerba Buena Island Redevelopment Project ("Project") commences, the Authority will hold a series of meetings where the Office of Economic and Workforce Development ("OEWD") staff will be making presentations on the various entitlement and transaction documents. The Treasure Island Development Authority ("Authority") Board of Directors' meeting on January 12, 2011 represents the beginning of this final phase of project planning and entitlements. In order to place all of these documents in the context of the tremendous amount of work that has been accomplished in order to arrive at this point, staff will be providing background information and an overview of the Project, a summary of the public planning and review process, highlighting the major milestones achieved to date, and a summary of the key implementing agreements, entitlements and transaction documents (the "Project Documents") that the Authority, Planning Commission and Board of Supervisors will be asked to take action on in the coming months in order to complete the project approvals and entitlements for the Project.

Having set the Project Documents in context, the central purpose of the January 12, 2011 Authority meeting is for staff to make detailed presentations of certain Draft Exhibits to the *Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC* ("DDA"), including the (a) Land Use Plan; (b) Phasing Plan; (c) Infrastructure Plan; and (d) Housing Plan, and a summary of the Draft *Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project* ("Redevelopment Plan"). At future Authority Board meetings, staff will make presentations regarding other Project Documents and DDA Exhibits.



Copies of these documents are on file with the Authority and OEWD, and have been made available on-line for the public to review at: <http://www.sftreasureisland.org/> (the main Authority website) and: <http://sftreasureisland.org/index.aspx?page=26> (for a direct link to the documents). The documents, and their attachments, are each listed individually under "Draft Exhibits to the *Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC.*" and "Draft *Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project*".

The public distribution and presentation of these certain draft Project Documents at the January 12, 2011 Authority meeting, representing the beginning of the final stage of the entitlements and planning phase of the Project, culminates more than ten years of work by the Treasure Island/Yerba Buena Island Citizens Advisory Board ("CAB"), the Authority, Treasure Island Community Development ("TICD"), the Board of Supervisors ("BOS"), and other key stakeholders including local, regional and state departments and agencies, local community organizations, residents and members of the public. The Project is the result of one of the most extensive public planning and review processes for a large development project in the City's history, and has been widely heralded, locally, nationally and internationally, as one of the most sustainable large development projects in the world for its comprehensive approach to "triple-bottom line" sustainability (environmental, social, economic). The Project Documents reflect the enormous amount of thought and effort that has gone into making the Project a leading example of sustainable development, and memorialize the policy determinations that have been made throughout the planning process, as well as establish the legally binding framework by which the enormous package of public benefits will be delivered over the build-out of the Project.

Subject to the completion of project-specific environmental review under the California Environmental Quality Act ("CEQA"), the Authority, BOS, Planning Department and various City agencies will be asked to approve the Project Documents. Collectively, by taking their respective approval actions, each of these bodies will be establishing the legally binding framework to realize the policy objectives and implement the provisions of the many documents that have previously been endorsed during the past five years of predevelopment planning and entitlements activities, and together form the overall vision of the redevelopment of Treasure Island and Yerba Buena Island. These include the 2006 *Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island with Treasure Island Community Development, LLC* ("2006 Development Plan"), and the 2010 *Update to Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island with Treasure Island Community Development, LLC* ("2010 Development Plan Update"), the *Terms of Economic Development Conveyance Memorandum of Agreement for Transfer of Property with United States Navy* ("EDC MOA Terms"), and the *Term Sheet for Amended and Restated Base Closure Homeless Assistance Agreement with Treasure Island Homeless Development Initiative* ("TIHDI Term Sheet") that the CAB, Authority Board and BOS each overwhelmingly endorsed.

Since that time, staff have worked on the preparation and negotiation of hundreds of pages of implementing documents that together form the basis of the Project Documents,



including the terms for the conveyance of the property from the Navy to the City, outlined in the Economic Development Conveyance Memorandum of Agreement (“EDC MOA”) consistent with the EDC MOA Terms that Mayor Gavin Newsom, House Speaker Nancy Pelosi, and U.S. Secretary of the Navy Ray Mabus endorsed on Treasure Island in August 2010. Staff has also been working with Planning Department staff on the Responses to Comments document based on the public comments received during the public comment period for the Draft Environmental Impact Report (“EIR”). This document will be made available to the public, Authority Board and Planning Commission in advance of the joint public hearing to consider certification of the Final EIR. Other predevelopment planning and entitlements activities have included preparing the Draft Redevelopment Plan pursuant to California Redevelopment Law, negotiating the terms of a comprehensive DDA and all of its exhibits and attachments with TIGD, and negotiating the terms of an Amended and Restated Base Closure Homeless Assistance Agreement with the Treasure Island Homeless Development Initiative (“Amended and Restated TIHDI Agreement”). During this time period, staff has held numerous public meetings, including eight meetings on Treasure Island, to provide updates and informational presentations to residents and the community at large on all aspects of the Project, including the Draft Transition Housing Rules and Regulations that have been extensively revised to reflect public comments received by residents, as well as the input received by the CAB, the Authority Board and the Mayor’s Office of Housing. The Draft Transition Housing Rules and Regulations will also be presented by staff at the Authority Board of Directors’ meeting on January 12, 2011.

This staff summary includes the following sections:

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III. Project Overview	Pages 8-14
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i. Land Use Plan	
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## I. PROJECT BACKGROUND

This section is intended to provide background information on the Project, as well as described the unique characteristics and constraints that have informed the project planning and give rise to certain components of the Development Plan.

*History of Treasure Island.* Treasure Island was constructed between 1937 and 1938 with the ultimate goal of becoming the future San Francisco airport. Its first use was as the site for the 1939-1940 Golden Gate International Exposition, or the San Francisco World's Fair. When the United States became involved in World War II, all of Treasure Island and portions of Yerba Buena Island were transferred to the U.S. Navy for use as a military facility, called Naval Station Treasure Island. After serving as a center for receiving, training and dispatching service personnel during World War II, NSTI was subsequently used for more than 50 years as a location for naval training and as an administrative center. In 1993, NSTI was selected for closure by the Base Realignment and Closure ("BRAC") Commission and the base was operationally closed in 1997.

*Site Characteristics and Constraints.* Treasure Island and Yerba Buena Island are located in the middle of San Francisco Bay and at the heart of the San Francisco Bay region. Treasure Island proper is a flat, man-made island comprising approximately 405 acres, of which 37 acres are owned by the U.S. Department of Labor and occupied by a Job Corps campus, a vocational training program for young people between the ages of 16 to 24. Yerba Buena Island (exclusive of the U.S. Coast Guard facility located on Yerba Buena's eastern half) is a natural rock outcropping of approximately 94 acres, located approximately mid-way on the Bay Bridge between Oakland and San Francisco.

While Treasure Island, with its sweeping views of San Francisco and the Bay, affords a tremendous opportunity for San Francisco and the region, it is also a site that is characterized by several significant development challenges. These include the following:

- *Access and Bridge Construction.* The Islands only current access to San Francisco or Oakland is the Bay Bridge, which is often at capacity, via substandard ramps. In addition, the on-going construction of the eastern span of the Bay Bridge presents logistical challenges for the existing community and the phasing of development.
- *Geology and Seismic.* Treasure Island is composed of bay fill and in its current state would be susceptible to failure during an earthquake without seismic stabilization of the perimeter and portions of the interior of the island. Improvements to mitigate this challenge are technologically feasible but add unique costs to the project.
- *Microclimate.* Treasure Island's location in the middle of the Bay and flat terrain expose it to strong winds coming from the west through the Golden Gate, particularly during the afternoon.



- *Deteriorating Infrastructure.* The infrastructure constructed by the Navy is deteriorating, does not conform to City standards and must be entirely replaced.
- *Environmental Contamination.* Environmental remediation will be necessary to support the proposed land use plan. The remediation required at Treasure Island, which was primarily an administrative and residential military facility, is not significant in comparison to other closed military bases, but is an additional project cost.
- *Tidelands Trust.* All of Treasure Island proper is subject to the public trust for commerce, navigation and fisheries ("Tidelands Trust"). Among other things, the Tidelands Trust generally prohibits a number of uses like housing, office and industrial uses. Yerba Buena Island is not subject to the Tidelands Trust. Fortunately, state law allows for the Tidelands Trust to be exchanged off of certain portions of Trust property and placed on other lands under certain circumstances. The Authority obtained State legislation authorizing such an exchange between Treasure Island and Yerba Buena Island. Still, as a result of the application of the Tidelands Trust, the location of various uses under the Land Use Plan is severely restricted.
- *Job Corps Campus.* While the Job Corps provides important public benefits, its location almost directly in the middle of Treasure Island impacts the Land Use Plan. The boundaries of the campus pose planning challenges and other challenges related to infrastructure and community development. In conjunction with the adoption of a final Redevelopment Plan, the Authority intends to work with the Department of Labor to better integrate the Job Corps campus and programs into the overall future island community.

## II. PLANNING PROCESS SUMMARY

This section is intended to provide a summary of the extensive public planning process that started in 1993, when NSTI was selected for closure, up to the present.

***Base Closure and Initial Reuse Planning for Treasure Island.*** In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. §2687 and its subsequent amendments ("BRAC"). The Department of Defense subsequently designated the City, and later the Authority, as the Local Reuse Authority ("LRA") responsible for the conversion of NSTI under the federal disposition process.

In 1994, a Citizen's Reuse Committee ("CRC"), representing a broad spectrum of community interests, was formed to review reuse planning efforts regarding Treasure Island for the San Francisco Planning Department, the San Francisco Redevelopment Agency, and the Board of Supervisors. This planning effort resulted in the establishment of a Draft Reuse Plan for Treasure Island that was endorsed in 1996 by the Mayor, the BOS and the Planning Commission. The 1996 Draft Reuse Plan operated like a "general plan" for Treasure Island, identifying opportunities and constraints and policy goals and recommendations related to the redevelopment effort. The goals and policies



recommended in the Draft Reuse Plan continue to guide the planning for Treasure Island and are reflected in the 2006 Development Plan and Development Plan Update.

Also in 1996, the City finalized the 1996 TIHDI Agreement as part of the homeless component of the Reuse Plan. Among other things, the 1996 TIHDI Agreement (1) gave TIHDI certain rights to participate in economic development opportunities on Treasure Island, (2) facilitated implementation of a permanent employment program related to TIHDI's activities, (3) gave TIHDI certain rights to both temporary and permanent housing in support of TIHDI's programs, and (4) provided TIHDI with financial support. The Authority, TICD and TIHDI have worked together closely to ensure that the Development Plan Update is consistent with the TIHDI Term Sheet.

***Treasure Island Development Authority Created.*** One of the key recommendations from the reuse planning process was for the City to create a single-purpose authority to govern the redevelopment of Treasure Island. The Authority was created in 1997 to serve as that entity. Under the Treasure Island Conversion Act of 1997 (the "Act"), the California Legislature (1) designated the Authority as a redevelopment agency under California Community Redevelopment Law with authority over Treasure Island, and (2) with respect to those portions of Treasure Island that are subject to the Tidelands Trust, vested in the Authority the authority to administer the Tidelands Trust in accordance with the terms of the Act.

***Treasure Island/Yerba Buena Island Citizens Advisory Board.*** The CAB was formed in 2000 to provide broad-based community policy guidance and oversight regarding the redevelopment of Treasure Island. The CAB has 25 members, including four members of the CAB who must be residents of the Island. The Mayor appoints 12 members, the BOS appoints 9 members and the four Island residents were elected by a vote of Island residents. Since its inception, the CAB has held more than 100 meetings regarding the redevelopment of Treasure Island.

***Selection of Master Developer.*** Another key recommendation from the reuse planning process was that the redevelopment of Treasure Island should be planned and implemented as a public/private partnership in collaboration with a private "master developer." Accordingly, on June 14, 2000, the Authority authorized the issuance of a Request for Qualifications ("RFQ") regarding the master development of Treasure Island. The RFQ contemplated the issuance of a Request for Proposals ("RFP") to those respondents who met the qualifications under the RFQ. Based on review of the submittals to the RFQ by the CAB, staff and a team of consultants, the Authority selected TICD as the most qualified to proceed to the RFP phase.

After an extensive public process of drafting the RFP with direct input from the CAB, the Authority issued a focused RFP in April 2002. After almost another year of intensive analysis and numerous public meetings, on March 12, 2003, the Authority determined that TICD's final response to the focused RFP met the criteria set forth in the RFP and warranted the Authority entering into exclusive negotiations with TICD. On June 1, 2003, the Authority entered into an Exclusive Negotiating Agreement with TICD, which was amended and restated in September 2006, and further amended most recently in



March 2010 (the "ENA"). All together, the public process of reviewing the form of and the responses to the RFQ, the RFP and the ENA involved nearly 60 public meetings.

***Exclusive Negotiations and Redevelopment Planning.*** The ENA includes a schedule of performance setting forth a number of major milestones. The first key milestone, TICD's presentation of certain additional studies regarding the alternative locations of a future ferry terminal, the feasibility of on-site wastewater treatment and peer review of TICD's geotechnical assumptions and approaches (collectively, the "Studies"), was achieved in January 2004. In addition, after significant planning with the California State Lands Commission and input from the CAB and the Authority, in September of 2004, the Governor signed into law Senate Bill 1873, which authorizes an exchange of Tideland Trust properties between Treasure and Yerba Buena Islands. This legislation was a major milestone for the project because it established the areas on Treasure Island where residential and other non-Trust uses could be developed. This exchange legislation was further amended in 2007 and 2009 to be consistent with the proposed land plan for the project.

***Development Plan and Term Sheet Endorsed.*** In December 2006, the Development Plan was endorsed by the Treasure CAB by a vote of 16-0-1, by the Authority Board by a vote of 6-0 and by the BOS by a vote of 10-1. The 2006 Development Plan and Term Sheet anticipated the need to reach agreement with the Navy on the economic terms of the transfer of the property to the Authority, which would then have to be incorporated into the redevelopment project budget. Since that time significant work has been achieved through the public planning process, as outlined in the Executive Summary section above.

***Development Plan Updated.*** The 2006 Development Plan was updated pursuant to the 2010 Development Plan Update that (i) the TICAB voted 15 to 1, with one abstention, to endorse on April 6, 2010, (ii) the Authority Board voted 7 to 0 to endorse on April 7, 2010, and (iii) the BOS voted 11 to 0 to endorse on May 18, 2010. The 2006 Development Plan and the 2010 Development Plan Update are collectively referred to in this Agreement as the "Development Plan."

***Navy Conveyance Agreement Endorsed.*** In August 2010, Mayor Gavin Newsom, House Speaker Nancy Pelosi, and U.S. Secretary of the Navy Ray Mabus endorsed the terms for the conveyance of the property from the Navy to the City, as outlined in EDC MOA Terms.

***DDA Negotiations with TICD.*** OEWD staff have been negotiating the terms of a final Disposition and Development Agreement with TICD, in order to implement the Redevelopment Plan by providing for the disposition and development of the Project Site after the Navy's transfer of NSTI to the Authority in accordance with the Conveyance Agreement. The DDA describes those elements of the Project that Developer is permitted, and in some cases, obligated to construct, and contemplates that certain proposed improvements described in the Redevelopment Plan will be developed by parties other than Developer, such as the expanded marina, and affordable housing to be developed by the Authority and THDI member organizations. The DDA provides for a



mixed-use development that is in furtherance of and consistent with the Reuse Plan, the Development Plan, the TIHDI Agreement and the Redevelopment Plan, and is consistent with the City's General Plan and the eight Priority Planning Policies.

**Public Review.** Since 2000, the Project has been presented and reviewed by the Treasure Island community and other stakeholders at over 225 public meetings, including those held before the CAB, Authority Board, the BOS, the Planning Commission and in other local forums. As the Project moves into the final stages of the predevelopment planning and entitlements phase, there will be numerous public meetings and opportunities for the public to provide input on the draft Plans, and ultimately for the Authority and BOS to consider for approval all of the Project Documents, subject to the completion of environmental review under CEQA.

### III. PROJECT OVERVIEW

This section is intended to provide an overview of the Project's Development Plan and Development Program that have been shaped by the unique characteristics and constraints of the Islands, and refined over time through the public planning process.

**Development Plan and Development Program.** The Development Plan contains a variety of land uses that promote both a new San Francisco neighborhood and a major new destination for local, regional, national and international visitors, consistent with the original policies, goals and objectives of the 1996 Reuse Plan that have continued to be refined over the past ten years through the extensive public planning and review process. The four primary components of the land use plan continue to be (i) residential, (ii) open space and recreation, (iii) commercial and adaptive reuse, and (iv) community and public facilities. The development program includes the following specific components:

- Geotechnical stabilization of certain portions of Treasure Island and the causeway connecting it to Yerba Buena Island, as well as addition of fill to raise the surface elevation on those portions of Treasure Island that are to be developed to address flood protection and potential future sea level rise as more particularly described in the Infrastructure Plan;
- Up to approximately 5,895 residential units, of which approximately 5% percent will be Inclusionary Units constructed in accordance with the Housing Plan (with up to an additional 2,105 units to be designed, constructed and completed by the Authority, TIHDI and Qualified Housing Developers);
- Up to approximately 140,000 square feet of new commercial and retail space with accessory parking in accordance with the Design for Development and other Redevelopment Requirements;
- Up to approximately 100,000 square feet of new office space with accessory parking in accordance with the Design for Development and other Redevelopment Requirements;
- Adaptive reuse of Buildings 1, 2, and 3 on Treasure Island with up to 311,000 square feet of commercial/flex space (the adaptive reuse would include approximately 67,000 square feet of additional retail, which, when combined with the 140,000 square feet of new retail



yields a total of 207,000 square feet of retail space proposed on the Islands) with accessory parking in accordance with the Design for Development;

- Adaptive reuse of certain of the historic buildings on Yerba Buena Island
- Retention and reuse of the Chapel on Treasure Island
- Up to approximately 500 hotel rooms or fractional interest units
- New and/or upgraded public facilities, including a joint police/fire station on Treasure Island, a school, facilities for the Treasure Island Sailing Center, and other community facilities as more particularly described in the Community Facilities Plan;
- New and/or upgraded public utilities, including the water distribution system, wastewater collection system, recycled water system, and storm water collection and treatment system as more particularly described in the Infrastructure Plan;
- Up to approximately 300 acres of parks and public open space, as more particularly described in the Parks and Open Space Plan;
- New and/or upgraded streets and public ways as more particularly described in the Infrastructure Plan;
- Bicycle, transit, and pedestrian facilities as more particularly described in the Transportation Plan;
- Landside services for the Marina as more particularly described in the Infrastructure Plan and Community Facilities Plan
- A ferry quay/bus intermodal transit center (Transit Hub) as more particularly described in the Transportation Plan; and
- Such additional environmental remediation work more particularly described in the Infrastructure Plan required to implement the Land Use Plan after issuance of one or more FOST(s) for the Project Site.



**Illustrative Conceptual Land Plan**





Treasure Island Illustrative Conceptual Rendering

**Land Use and Urban Design Concepts.** The redevelopment of Treasure Island requires the complete transformation of a physical environment which today retains the character of a former military base. With the exception of the historic structures, the Chapel, the Treasure Island Elementary School and the Job Corps campus (which is outside of the Authority's jurisdiction) it is expected that all of the existing structures on Treasure Island will be deconstructed in phases commensurate with new development, creating the opportunity for an entirely new urban environment. The densest development will be focused around an intermodal transit hub, including a newly created ferry quay on the west side of Treasure Island. Buildings, streets and open spaces will be oriented to respond to Treasure Island's unique microclimate of wind, sun and fog, accomplished, in part, by shifting the conventional street grid to orient certain streets 68 degrees, as opposed to the typical orthogonal traditional urban street grid. The project will create a compact neighborhood with public open spaces and land uses that are organized to encourage walking, bicycling and public transit and discourage the use of private automobiles. Public and private art will be integrated throughout the project. Specifically, Treasure Island will be comprised of the following districts:

**Island Center.** The Island Center would occupy the southern portion of Treasure Island and would abut the southern/southeastern boundary of the Jobs Corps campus. This new neighborhood would feature a dense mix of retail, restaurant, office, hotel, residential, transit and community services uses. The ferry quay/intermodal transit hub would be located in the Island Center at the southwestern shore of Treasure Island. A pedestrian



and vehicular network of streets and pathways is planned between the ferry quay and Clipper Cove around and through Buildings 1, 2 and 3. The highest densities and tallest buildings are proposed in this district. Proposed new buildings have been designed to complement and integrate the adaptive reuse of the historic structures into the overall character and feel of the district. A residential tower up to 650 feet tall is proposed. The Island Center could also include several additional high-rise towers up to 450 feet tall.

***Residential Neighborhoods.*** The Cityside and Eastside districts would provide high-density residential land uses adjacent to the retail and transit services in the Island Center. The Cityside district would occupy the western portion of Treasure Island and would abut the western and northern boundaries of the Job Corps campus. The Eastside neighborhood would be adjacent to and northeast of the Island Center. Individual neighborhood blocks would consist primarily of dense, low-rise structures of up to 70 feet and mid-rise buildings of between 70 and 125 feet, with neighborhood high-rise towers (up to 240 feet) serving as neighborhood markers, and located to maximize sunlight and mitigate wind on planned neighborhood parks. Housing in the Cityside neighborhood would be east of the Waterfront Park along the shoreline and sited around neighborhood parks of approximately 0.1 to 0.3 acres. The Eastside neighborhood housing would form the border of a six-block-long linear park. The buildings would be spaced to enhance views and preserve view corridors and would contribute to a varied skyline when seen from San Francisco and the East Bay. Most residential parking would be in subsurface garages in residential buildings. Approximately 20 percent of residential parking is anticipated to be in centralized parking garages; neighborhood parking structures would be surrounded by residential or other active uses to reduce visual impacts. Community and commercial spaces would be permitted at the ground-floor level of some of the buildings.



Island Center Mixed-Use District Illustrative Rendering



**Open Space.** The system of open space on Treasure Island would include neighborhood- and visitor-serving parkland, ecological, recreational, neighborhood, and cultural areas. The approximately 300 acres of open space would include a wide variety of programmed and natural habitat elements, including public spaces and recreation areas; shoreline trails and access improvements, including the proposed extension of the San Francisco Bay Trail from the Bay Bridge bicycle and pedestrian path on the new East span, down Yerba Buena Island, and around the entire perimeter of Treasure Island; a stormwater wetland of about 10 to 15 acres to provide water quality treatment and natural habitat; an urban farm of approximately 20 acres; a cultural park adjacent to Building 1; the Building 1 Plaza adjacent to the ferry quay and Transit Hub; a pedestrian promenade along Clipper Cove on the south shoreline of Treasure Island; preserved and new wildlife habitat on Yerba Buena Island; and a new hilltop park with vista points, overlooks, and trails on Yerba Buena Island. Also included in the 300 acres of open space are approximately 30-40 acres proposed on the east side of Treasure Island for a regional sports complex with baseball, softball, and soccer fields, as well as other sports facilities. The Waterfront Plaza, Cityside Waterfront Park, Northern Shoreline Park, Eastern Shoreline Park, and Clipper Cove Promenade would provide extensive public access to the shoreline on all sides of Treasure Island. A Habitat Management Plan ("HMP") is proposed to manage and improve vegetation and wildlife habitat in the undeveloped areas on Yerba Buena Island. The gardens adjacent to the historic Nimitz House on Yerba Buena Island would be improved as part of the open space program.



Open Space Framework Diagram



#### IV. PROJECT DOCUMENTS SUMMARY

This section is intended to provide a summary of the various entitlements actions and transaction documents that together comprise the Project Documents that the Authority Board, Planning Commission, and the BOS will be asked to approve, and to provide an understanding as to how they relate to, are consistent with, and will serve to implement the comprehensive vision for the Project as defined in the various documents outlined above that have already been endorsed by the CAB, the Authority Board, and the BOS.

**Entitlements Framework.** Overall, the entitlements can be thought of in three broad pieces: (i) actions that *authorize* the project; (ii) actions that enable the project to be *implemented*; and (iii) actions that adopt *procedures* that will govern future Authority and/or City actions (e.g. subdivisions, design review, permitting, etc.). Generally speaking, the actions that authorize the project are more general and comply with strict legal processes, such as the Redevelopment Plan. The actions that implement the project are more specific and detailed, such as the DDA and its Exhibits, and there is more flexibility in the exact form that these documents take. The procedural documents are companion pieces to the implementation documents that go into detail about the processes that the City will follow in making future decisions, such as the Interagency Cooperative Agreement ("ICA"), and the Design Review and Document Approval Procedure ("DRDAP"). Together, all of these documents constitute the Project Documents that the Authority Board, the Planning Commission and BOS will be asked to approve each in their respective role in order to grant final project approvals and vest entitlements necessary to implement the vision for the redevelopment of NSTI.

**Authorizing Actions.** These include the preparation and certification of the EIR, adoption of the Redevelopment Plan, Amendments to City Planning Code to make the Redevelopment Plan consistent with existing law, and the required Consistency Findings with the Bay Plan.

The **EIR** would be certified by both the Planning Commission and the Authority. It is appealable to the Board of Supervisors.

- The EIR must be certified before any other discretionary actions can be taken by any approving body.
- This EIR is project-specific and will clear the adoption of the Redevelopment Plan and all of the currently contemplated future development within the Development Plan Area.
- The Marina project was previously cleared under a separate EIR, and is not analyzed in the TI/YBI Redevelopment Project EIR, other than in the cumulative impacts section.

The **Redevelopment Plan** is a legal document that would be adopted by the Board of Supervisors, after hearings by the Planning Commission and the Authority.

- The purpose of the Redevelopment Plan is to establish the Redevelopment Project Area, provide the Authority with the powers, duties and obligations to implement



the development program, set forth the basic land use standards for the Redevelopment Plan Area, and state general objectives, including planning objectives, that apply to the Plan Area.

- By law, the Redevelopment Plan must include certain land use controls, including height limits, densities, and land uses. For this project, the intent is to keep these controls as general as possible, to avoid having to amend the Redevelopment Plan in the future. For example, maximum height and density will be set on a project-wide basis (e.g. no more than 450' feet in height, no more than 8,000 units total, etc.). The Redevelopment Plan will instead authorize the Authority, under its sole authority, to adopt separate design standards and guidelines known as the **Design for Development** ("D4D"). Block-by-block land use controls, including permitted uses, as well as more specific development standards and design guidelines, will be included in the D4D.
- The Redevelopment Plan also serves an important purpose to provide for public financing to be made available for qualified project costs, through the use of tax increment financing.

**Amendments to the General Plan, Planning Code, Zoning Code, and Zoning Maps** will also be voted on by the Planning Commission and adopted by the Board of Supervisors.

- These amendments are necessary to make sure that the underlying City codes are consistent with the Redevelopment Plan.
- The amendments will change the underlying City code to refer to the Redevelopment Plan for the relevant information.

**Bay Plan Consistency Findings** must be made by the Bay Conservation and Development Commission ("BCDC"). These are required for three reasons:

- For the EIR, the project must be found to be consistent with the Bay Plan or disclose a potential environmental impact.
- For BCDC to issue the required permit for work within 100' of the shoreline
- For issuance of federal permits (e.g. the Army Corps permit), which must be consistent with the local Coastal Zone Management Plan (in San Francisco, the Bay Plan).

BCDC will only act after all local approvals and before either the BCDC or Army Corps permits can be issued.

**Implementing Documents.** These include, among others, the **Disposition and Development Agreement**, the **Development Agreement**, the **Design for Development**, the **Mitigation Monitoring and Reporting Plan**, and the **Public Trust Exchange Agreement**, as described below:

The **Disposition and Development Agreement** ("DDA") will be entered into between TICD and the Authority. The DDA will also be approved by the BOS, to satisfy the



requirement that the Authority contracts over a certain length or dollar amount must be approved by the Board.

- The DDA provides the road map for the development consistent with the Redevelopment Plan and other Redevelopment Requirements. It sets forth TICD's rights and obligations to develop buildings and other improvements under the Redevelopment Plan, the conditions to TICD's obligations, a Schedule of Performance, the terms for permitted transfers of the TICD's rights and obligations, the terms of participation payments to the Authority, and remedies available to the Authority for defaults by TICD and provisions for termination of the DDA.
- The DDA will limit the Authority's ability amend the Redevelopment Plan in a way that adversely affects the project.
- Major attachments to the DDA include the Financing Plan, the Housing Plan, Transportation Implementation Plan, the Infrastructure Plan, the Parks and Open Space Plan, the Sustainability Plan, the Community Facilities Plan, Jobs and Economic Development Plan, and the DRDAP.
- To control future property sales, there will be a form of Vertical DDA for individual parcels that will be sold in fee and a form of Lease Disposition and Development Agreement ("LDDA") for lease properties.

The **Development Agreement ("DA")** is a legally binding contract between the City and TICD, as the City is not a signatory party to the DDA between the Authority and TICD. The DA vests TICD's development rights, sets limits on City fees and exactions that will apply to the Project, establishes the relationship between Redevelopment Requirements and existing and future City regulations, and works together with DDA to ensure orderly development of the Project site. The provisions of the DA are intended to apply to the City to the extent that the City retains any approval authority over the Project Site, the ability to impose new City Regulations or amend the Redevelopment Plan in a manner that could affect the development of the Project Site.

The **Design for Development ("D4D")** will be adopted by the Authority pursuant to authority under the Redevelopment Plan. It is not legally required to be adopted by the Planning Commission or the Board of Supervisors since it is authorized under the approved Redevelopment Plan.

- The D4D would set out *Design Standards* that are analogous to the Planning Code. These standards include requirements for: Maximum Development; Height (establishing height zones); Bulk; Setbacks; Open Space; Sunlight; Wind; View Corridors; Street System; Parking (maximums and minimums); Loading; Signage.
- The D4D will allow the Authority to grant variances to design standards if certain findings are met.
- The D4D would also include *Design Guidelines*, which are urban design recommendations for private and public design and construction. These are subject to interpretation and public review. The Design Guidelines could include: Guidelines for each land use (Residential Guidelines; Commercial Industrial Guidelines; Retail Guidelines; Hotel) as well as for Open Space, Parking, and Street Design.



- The design review process, through which compliance with the D4D would be measured, would occur through a series of submittals as prescribed by the DRDAP, as described below.

The **Mitigation Monitoring and Reporting Plan (the "MMRP")** is required to be prepared under CEQA prior to project approval if adverse impacts have been identified in an EIR and measures have been adopted as conditions of approval to reduce the significance of the impacts. The MMRP must be adopted by all agencies that have discretionary approvals over the project, and would include the Board of Supervisors, the Authority, the Planning Commission, and all other City Departments approving the ICA (discussed below). The MMRP would typically be in a table or checklist format that identifies the individual impacts, corresponding mitigation measures, individual/agency responsible for implementation, time frame for implementation and party responsible to implement, monitor and confirm the implementation of the mitigation plan. The MMRP will be used by each approving agency to ensure that the mitigation measures are being fulfilled for each set of subsequent project approvals.

The **Exchange Agreement** is a contract that would be entered into by the Authority and the State of California to implement a series of phased trust exchanges previously approved by the State Legislature.

- The exchange is required because Treasure Island, as filled former tidelands, is subject to the Tidelands Trust doctrine and certain land use restrictions that would prohibit residential development. The exchange will lift the Trust from portions of Treasure Island and apply it to Yerba Buena Island.
- The Exchange Agreement's principal function is to make required findings to permit the exchange to occur, and to state the mechanism through which the Trust can be lifted from portions of Treasure Island and applied to portions of Yerba Buena Island. The Exchange Agreement will allow for the exchange to occur as a single phase or in several subsequent phases.
- The Exchange Agreement will include very specific height restrictions on Yerba Buena Island to comply with the state law that authorized the Trust Exchange. These restrictions will ensure that development on Yerba Buena Island will not significantly obstruct views from public hilltop areas on Yerba Buena Island as framed by structures existing as of January 1, 2010. The intent is to make those height restrictions the same as those contained in the D4D.
- The State Lands Commission will act after the Board of Supervisors' approves all Project Documents. All prior approvals will likely be contingent on acceptance of the Exchange Agreement by the State.

**Procedural Documents.** The agreements in the implementing documents will be enforced through the DDA itself, as well as through separate procedural documents, including the DRDAP, which spells out the process for approving design for both horizontal and vertical development, an **Interagency Cooperation Agreement**, and the **Treasure Island Subdivision Ordinance**, as described below.

The **Design Review and Document Approval Process, or DRDAP**, will be an exhibit to the DDA, and therefore also be between the Authority and TICD.



- The DRDAP will govern horizontal development by TICD of both privately owned and publicly owned parcels within the Redevelopment Plan Area. It also establishes the design review and approval process for vertical developer submittals. It is anticipated a similar process will be established for design review and approval of submittals by developers other than TICD, such as Authority selected affordable housing developers.
- Final design review approval will rest with the Authority and the Authority staff. The Authority may elect to contract for design review staff from other departments (e.g. Planning Department or Redevelopment Agency). However, boards for those other departments would not have review or approval rights over developer submittals within the Project Area.
- The DRDAP will control both horizontal and vertical development. The horizontal process will require the Authority approval of infrastructure and associated public improvements for both Major Phases and Sub Phases.
- The first category of design review requires review and recommendation to the Authority Board by the CAB and approval by the Authority Board of (i) a Streetscape Master Plan, (ii) a Conceptual Parks and Open Space Master Plan, and (iii) a Signage Master Plan.
- The second category of design review requires approval by the Authority Board of Major Phase Applications and approval by the Executive Director of Sub-Phase Applications.
- The third category of design review, following a Sub-Phase Approval, requires approval of Vertical Improvements to be constructed within each Sub-Phase by the Vertical Developers (including Developer or its Affiliates when acting as a Vertical Developer).
- The DRDAP is separate from the Subdivision Map approval process, which will be governed by the **Treasure Island and Yerba Buena Island Subdivision Ordinance**, as described below.

The DRDAP is enforceable by contract (the DDA) between TICD and the Authority. The Authority would in turn need to enter into a contract with the City, to bind any City departments with discretionary approval rights. That contract is called the **Interagency Cooperation Agreement, or ICA**. The ICA is approved by the Authority, the City's Board of Supervisors and all other City agencies having discretionary approvals within the Redevelopment Plan area (expected to include the Planning Department, Department of Building Inspection, Municipal Transportation Authority, the Public Utilities Commission, the Department of Public Works, the San Francisco Fire Department, and the Arts Commission). TICD will be a third party beneficiary of the Interagency Cooperation Agreement, and will have the right to bring an action for specific performance to enforce the agreement against the City.

- The ICA will set forth a framework for cooperation between the City and the Authority in administering the process for control and approval of subdivisions, issuance of building permits and all other applicable land use, development, construction, improvement, infrastructure, occupancy and use requirements.



- In addition, the ICA will declare the City's intent to undertake and complete actions and proceedings necessary to be carried out by the City under the Redevelopment Plan and Plan documents. The Authority and the City commit to process expeditiously applications for approval of development and will treat those applications as a priority project.

**Treasure Island and Yerba Buena Island Subdivision Ordinance** would be approved by the Board of Supervisors.

- The Treasure Island and Yerba Buena Island Subdivision Ordinance would provide policies, standards, requirements, and procedures to regulate and control the design and improvement of all subdivisions within the Treasure Island and Yerba Buena Island Development Plan Area, and to ensure that all subdivisions are built to City standards consistent with the Plan and Plan Documents.
- The processing of a subdivision map may occur concurrently with or independently of the Major Phase approvals or individual project approval. However, no final subdivision map for a parcel smaller than one of the designated blocks may be approved prior to approval of a Major Phase.

#### **V. 2006 AND 2010 TERM SHEETS**

**2006 Development Plan and Term Sheet.** In December 2006, the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island ("2006 Development Plan") with TICD, which outlined an innovative vision for the future of Treasure Island, was endorsed by the CAB by a 17-0-1 vote, by the Authority by a 6-0 vote and by the BOS by a 10-1 vote. The comprehensive package included detailed plans regarding land uses, phasing, infrastructure, transportation, sustainability, housing, including affordable housing, parks and open space, jobs and equal opportunity programs, community facilities and project financing. The vision for the future of Treasure Island was centered around the fulfillment of several key objectives:

- New San Francisco Neighborhood. Creation of a new, mixed-use and transit-oriented neighborhood on the former military base, incorporating the best principles of smart growth and quality urban design.
- New Regional Destination. Establishment of Treasure Island as a regional destination.
- Affordable Housing. A commitment to constructing significant levels of new below-market rate housing, 30% of all units, including hundreds of supportive housing units through the nationally-recognized TIHDI program.
- Waterfront Parks System. The creation of 300 acres of new waterfront parks and open space for the City and region.
- Sustainable Development. The commitment to making the redevelopment of Treasure Island a model of environmentally sustainable development.



- Economic Development. The opportunity to generate thousands of annual construction jobs via build out of the project and thousands of permanent jobs at project completion.
- Community Benefits. A package consisting of educational, social, cultural, environmental and public safety facilities and programs.

The 2006 Development Plan acknowledged that there was considerable work remaining to be done over the following several years to reach final project approvals, including among other things: project-specific environmental review as required by CEQA, adoption of a Redevelopment Plan and Design for Development, negotiation of the final DDA and related transaction documents between the Authority and TICD, negotiation of a Trust Exchange Agreement with State Lands Commission, and the design and engineering of infrastructure and utility systems required to support development. One of the most important project milestones to achieve was an agreement with the Navy on the terms for the transfer of the property to the Authority. The 2006 Development Plan also explicitly acknowledged the need – for a project of the scale, complexity and risk as the redevelopment of former NSTI – to update the terms of the 2006 Development Plan to reflect materially changed conditions, such as terms of the deal with the Navy and/or changes to economic assumptions. This update is reflected in the 2010 Development Plan Update.

***Project Planning Since 2006.*** Over the past four years, since the 2006 Development Plan was endorsed, staff has worked with TICD, the CAB, Authority Board, BOS Land Use and Economic Development Committee, and key stakeholders including local, regional and state departments and agencies, local community organizations, residents and members of the public to advance the project plans and due diligence within a shifting policy, regulatory and economic context. Key activities and components that have been incorporated into the project plans since 2006 include:

- Project-Specific Environmental Review. Environmental review under CEQA was initiated in 2007, with the Draft EIR being published in July 2010. The analysis and comments on the Draft EIR that were received during the sixty day public comment period have both continued to influence the Project plans.
- Reuse of Historic Structures. In response to the Authority and BOS direction at the time the 2006 Development Plan was endorsed to explore ways to improve the feasibility of reuse of the historic structures on Treasure Island. Project plans have evolved slightly by shifting the orientation of the ferry terminal and mixed-use town center to incorporate Buildings One, Two and Three into retail main street.
- Geotechnical Strategy. An expert geotechnical team was convened and recommended a revised strategy for addressing the geotechnical challenges for new buildings and infrastructure. the Authority's own team of geotechnical experts peer reviewed the findings and recommendations and have endorsed the revised strategy.



- Proactively Responding to Potential Sea Level Rise. The issue of sea level rise has been addressed head on by developing an adaptive management strategy, in coordination with the San Francisco Public Utilities Commission ("SFPUC") and the Bay Conservation and Development Commission ("BCDC"), for mitigating the impacts of potential sea level rise. This approach has received regional, state, national and international acclaim as a leading edge example for addressing sea level rise in the context of land development.
- Urban Design. Two major efforts have been undertaken: first, a block by block analysis to fit the desired development program within the available developable acres of the land use plan. This first effort set the framework for the second step, preparation of a draft Design for Development document, which was published in March 2010 for public comment and presented to the CAB, the Authority Board, BOS Land Use and Economic Development Committee and the San Francisco Planning Commission for input.
- Transportation Authorizing Legislation. State legislation was signed into law in 2008 authorizing the creation of Treasure Island Transportation Management Agency to implement the cutting-edge transportation program proposed for Treasure Island, including implementation of the State's first congestion management pricing program.
- Trust Exchange. State Legislation was signed into law in 2009 making the Tidelands Trust Exchange consistent with the current land use plans; staff also has worked with State Lands Commission to prepare the terms of a Trust Exchange Agreement, pending completion of final project approvals.
- Utilities Infrastructure. Extensive work with the Department of Public Works ("DPW") and the SFPUC on infrastructure design criteria and the Draft Infrastructure Plan, including approval by the Authority Board and SFPUC of an Exclusive Negotiating Agreement with the SFPUC ("SFPUC ENA") regarding sharing of responsibilities for construction of new infrastructure, specifically for the financing, construction and operation of a new wastewater treatment and recycled water plant on Treasure Island by the SFPUC in exchange for 4-6 acres of land from the Authority to the SFPUC for the testing and demonstration of leading edge sustainable technologies by the SFPUC.
- Streets System. Significant progress with a Streets Working Group (consisting of staff from the Planning Department, MTA, DPT, SFPUC, DPW, San Francisco Fire Department, Mayor's Office of Disability, Department of Public Health, and the San Francisco Bicycle Coalition) to develop standards, criteria and master plans for the network of streets, paths and lanes that will prioritize cyclists and pedestrians, including a Shared Public Way component.
- Transit Plans. Significant progress on ferry terminal planning with the San Francisco Bay Area Water Emergency Transit Authority (WETA) and the San Francisco Municipal Transportation Agency (SFMTA) on the Treasure Island intermodal transit hub, bus routes and service planning.



**2010 Term Sheet Documents.** Based on the work conducted since endorsement of the 2006 Development Plan and the achievement of the milestone agreement on the financial terms with the Navy, staff worked with the CAB, the Authority, TICD and TIHDI to prepare a comprehensive set of term sheet documents that updated the vision for the redevelopment of Naval Station Treasure Island to be consistent with the economic terms of the proposed Navy deal, current economic conditions and recognition of realistic project funding sources that reflect an implementable project. The results of all of these work efforts were extensively reviewed and vetted by the CAB, Authority Board and BOS, and were incorporated into the 2010 Development Plan Update. Further analysis and studies have since been completed and the additional level of detailed information has been documented in the various Project Documents that will be brought before the CAB, Authority Board and BOS in the coming months.

The EDC MOA Terms, the Development Plan Update (together with the 2006 Development Plan) and the TIHDI Term Sheet outlined the terms upon which the Authority, the Navy, TICD and TIHDI are negotiating in good faith to reach agreement on the final Project Documents, including the EDC MOA, the DDA and all of its Exhibits and Attachments, and the Amended and Restated TIHDI Agreement. The following provides a summary of each of the three 2010 Term Sheet Documents as endorsed in April and May 2010, by the Authority Board and the BOS, respectively:

## **1. EDC MOA Terms with the Navy**

The EDC MOA Terms outlines the key economic and other terms associated with transferring the property from the Navy to the Authority. The consideration for the property is based on a guaranteed, fixed initial payment plus additional consideration subject to the project achieving certain financial benchmarks. One very important concept that merits highlighting is the fact that these EDC MOA Terms are structured such that the developer, TICD, will make all payments to the Navy on behalf of the Authority. That fundamental structure was also incorporated into the Development Plan Update between the Authority and TICD and will be included in the DDA. Furthermore, the City will not be required to fund any of the consideration to the Navy and the City's General Fund is insulated from any obligation to pay on behalf of the Authority. The consideration to the Navy essentially becomes a project land cost and is funded in the same manner as other infrastructure and land preparation costs. Key terms include:

- The Navy will receive guaranteed initial consideration of \$55 million, paid in 10 annual \$5.5 million payments. The DDA will obligate the developer to make these payments on behalf of the Authority.
- The Navy will commit to a schedule for transferring property and, if property is not transferred on that schedule, adjustments would be made to the payment schedule including deferring or reducing the payment.
- The Authority will provide the Navy security for the initial consideration – in the event TICD does not make payments on the Authority's behalf – by pledging assignment of its existing rent revenues (existing housing and commercial uses)



and certain tax increment financing subordinate to bondholders. In all cases, the General Fund will not fund the Navy payments and the Navy will not be able to seek payment from the General Fund.

- TICD will pay directly to the Navy an additional \$50 million if and when private capital achieves an unleveraged 18% return and 35% of any net revenues if and when private capital achieves an unleveraged 22.5% return.
- The document includes a series of controls, consistent with the 2006 Development Plan between the Authority and TICD, which ensures property is transferred from TICD at fair market value.
- The MOA provides the Navy with certain objection rights if they do not believe the objective standards outlined in the controls have been followed; any Navy objection would be resolved through an expedited dispute resolution process that enables the redevelopment to continue expeditiously.
- Requires funds associated with and generated by the redevelopment project to be used for economic development purposes and/or consideration payable to the Navy for the property.

These EDC MOA Terms served as the framework for the preparation of the EDC MOA that was endorsed by Mayor Gavin Newsom, House Speaker Nancy Pelosi, and U.S. Secretary of the Navy Ray Mabus on Treasure Island in August 2010; a final version of which will be brought to the Authority and the BOS as part of their respective approvals actions on the final Project Documents.

## **2. 2010 Development Plan Update**

The 2010 Development Plan Update retained the overall vision for the redevelopment of Treasure Island outlined in the 2006 Development Plan, which has received strong public support, as well as national and international recognition, and made minor updates and adjustments to reflect current conditions. These minor adjustments and updates included:

1. Navy Deal. Incorporating the economic terms of the Navy deal.
2. Development Program. Consistent with the Draft EIR, adjusting the maximum development program to include up to 8,000 residential units, which supports project feasibility and viable retail, transit and community services.
3. Infrastructure Scope and Budget. Updating the infrastructure budget, which increased from \$1.2 billion in 2006 to \$1.5 billion in 2010, as follows:
  - a. Incorporating the current approaches to address geotechnical requirements and proactively addressing sea level rise via an adaptive management strategy.
  - b. Retaining the overall 300-acre waterfront parks and open space, but adjusting the scope and budget.



- c. Based on discussions with the SFMTA and WETA, incorporating a more efficient approach to providing ferry boats and buses.
  - d. Including assumptions for sharing of infrastructure costs consistent with the SFPUC ENA.
  - e. Incorporating further work with the San Francisco Fire Department on a Treasure Island “superstation” facility.
4. Affordable Housing. Retaining the commitment to 30% of all residential units, which increases the overall amount of affordable housing delivered from 1,800 to about 2,260 units, and the overall project contribution to affordable housing from \$406 million in 2006 to \$519 million in the current program. Adjusting the delivery of the affordable housing such that a greater portion of the affordable units would be constructed by non-profit affordable housing developers in buildings in which all units are at below-market rates.
  5. Updated Financing Plan. Incorporating updated real estate and economic market assumptions for residential and commercial uses; updating infrastructure and affordable housing budgets; updating project-generated private and public financing assumptions; updated fiscal analysis. With the exception of adjustments to the Authority’s backend profit participation consistent with incorporating terms of the Navy deal, the overall financial structure remains the same.

The remainder of the redevelopment plan and program, as outlined in the 2006 Development Plan – including the guiding principles, commitment to comprehensive sustainability and commitments that enable existing residents to remain part of the new community – remained unchanged.

### **3. TIHDI Term Sheet**

Federal law requires that local communities include a component that addresses homelessness in the reuse of former military bases. The Treasure Island Homeless Development Initiative, or TIHDI, was formed in 1995 and submitted a notice of interest to be the local organization that provides the homeless assistance component for former NSTI. TIHDI consists of affordable housing development and supportive homeless housing organizations (Catholic Charities, Mercy Housing, Community Housing Partnership) as well as job training and development programs (Rubicon, Toolworks). A 1996 TIHDI Agreement was negotiated and completed but never executed as environmental review under CEQA had not been completed. The 1996 TIHDI Agreement outlined three key components of TIHDI’s participation in the reuse of the property: 1) rights to occupy on an interim basis the existing, former military housing (TIHDI currently occupies 250 housing units); 2) rights to future new housing as part of the redevelopment; and 3) job training, economic development opportunities and support facilities.



The TIHDI Term Sheet is consistent with (i) the current redevelopment plan and program, (ii) TIHDI's current interim use of and activities on the island and (iii) economic assumptions included in the 2010 Development Plan Update with TICD. The TIHDI Term Sheet is the basis for a full Amended and Restated TIHDI Agreement, which will update and supercede the 1996 TIHDI Agreement, and brought before the Authority Board and BOS for consideration of approval as part of their respective approvals actions on the final Project Documents. The TIHDI Term Sheet outlines the following rights and obligations of the parties:

- TIHDI has the right to 435 new units as part of the redevelopment project
- TIHDI will not be displaced from its existing program of 250 housing units until its new replacement units have been constructed on Treasure Island, which is anticipated to occur in the early phases of the project.
- Consistent with the timing and process for the implementation of the redevelopment project in 3-4 major phases, at the beginning of each major phase, the Authority and TIHDI will meet to determine how (what program, unit sizes, which partners, in stand alone or mixed income buildings, location, etc.) to deliver the new TIHDI units based on (i) TIHDI's then existing programs, (ii) the Authority and the City's affordable housing policy priorities at the time, (iii) available non-project generated affordable housing capital funding sources, and (iv) available non-project generated operating subsidies.
- The Authority will provide developable land at no cost and a vertical construction gap subsidy required to construct the new TIHDI units, which will come from vertical subsidy payments delivered by TICD under the terms of the DDA and from other project-generated sources such as Tax Increment Financing.
- The TIHDI Term Sheet incorporates the comprehensive economic development opportunities and support components outlined in the 2006 Development Plan.

This TIHDI Term Sheet was been crafted in partnership with TIHDI and included participation by the Mayor's Office of Housing, and was endorsed by the CAB, Authority Board, and the BOS.



## VI. DRAFT PROJECT DOCUMENTS

This section is intended to summarize certain key Draft Exhibits to the DDA, including the Land Use Plan, Phasing Plan, Infrastructure Plan and Housing Plan. The purpose, role and relationship of each Draft Exhibit to other Project Documents is described, as are the key principles and policy objectives of each Plan. TICD's obligations under each Plan are also defined. The enforcement mechanisms and remedies available to the Authority to ensure those obligations are described, or where contained in the DDA, reference is made to that document. This section also provides a summary of the Draft Redevelopment Plan and its relationship to other Project Documents.

### A. Exhibits to DDA

#### 1. Land Use Plan and Development Program Summary

The Land Use Plan is an Exhibit to the DDA and indicates the general type, pattern and location of development. The land plan is not a regulating document with regard to land uses or development standards, both of which are regulated and controlled by the Redevelopment Plan and the Design for Development. The Land Use Plan serves as the underlying framework for the more specific improvements that constitute the Project and that are more particularly described in the D4D, and the various Exhibits to the DDA, such as the Infrastructure Plan, the Parks and Open Space Plan, the Transportation Implementation Plan, the Community Facilities Plan, the Housing Plan, the Schedule of Performance, and the Phasing Plan.

In accordance with the terms of the DDA, TICD and Vertical Developers will have the right and the obligation to develop the Project described in the Land Use Plan in accordance with the Redevelopment Plan and Design for Development, including, without limitation, the Project components listed under *Development Plan and Development Program* section of the Project Overview on page 8 above. The proposed land uses and total entitlement for each are summarized in the table below on page 28.



## **Proposed Development Program**

<b>Land Use</b>	<b>Total Amount Proposed</b>
Residential	8,000 units
Retail (new)	140,000 sq. ft.
Office (new)	100,000 sq. ft.
Adaptive Reuse (Buildings 1,2, 3)	
Entertainment	150,000 sq. ft.
Food Production	22,000 sq. ft.
Retail	67,000 sq. ft.
Community Uses	30,000 sq. ft.
Circulation	42,000 sq. ft.
Hotel	500 rooms
Police/Fire Station	30,000 sq. ft.
Cultural/Museum	75,000 sq. ft.
Community Facilities	48,500 sq. ft.
School	105,000 sq. ft.
Sailing Center	15,000 sq. ft.
Open Space	300 acres







The Redevelopment Plan contemplates the development of improvements within NSTI, including the Project Site, by parties other than TICD and Vertical Developers. Such other improvements, including (i) the Affordable Housing Units to be developed by the Authority, TIHDI and Qualified Housing Developers, as more particularly described in the Housing Plan, (ii) the Marina to be developed by the Marina Developer in accordance with a separate Disposition and Development Agreement between the Authority and the Marina Developer, (iii) potentially certain elements of the parks and open space system as described in the Parks and Open Space Plan, (iv) the Wastewater Treatment Facility anticipated to be developed by the SFPUC, as described in the Infrastructure Plan, (vi) those projects as more particularly described in the Community Facilities Plan for which Developer is obligated to provide a Developable Lot but which are to be transferred by the Authority to other Vertical Developers, including, without limitation, (a) the Delancey Street Life Learning Center, (b) facilities, both landside and waterside, supporting the Treasure Island Sailing Center, (c) waterside improvements for the Marina, (d) the school, and (vii) the YBI Ramps Improvement Project.

## **2. Phasing Plan Summary**

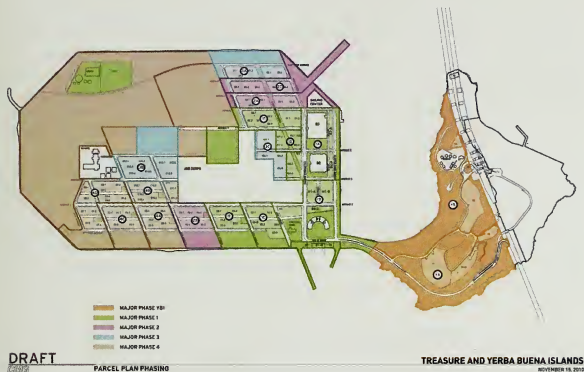
The Phasing Plan is an Exhibit to the DDA and is designed to achieve a number of objectives consistent with the terms of the endorsed Development Plan, including (i) retaining the existing housing for as long as reasonably possible to avoid housing interruption and to ensure sufficient new housing for transition of existing resident households, (ii) creating a vibrant new community by delivering significant community benefits as early in the project as economically feasible, (iii) retaining the ability to adjust project phases to respond to market conditions, cost and availability of financing, and (iv) achieving financial feasibility. The Phasing Plan is complicated by the need to account for uncertainty regarding the timing of the Navy's transfer of the property and hazardous material remediation, the needs of the existing residents during redevelopment, including mitigating construction impacts and providing continued utility and other services, and the impacts and timing of the ongoing construction of the eastern span of the Bay Bridge.

**Phasing Goals.** The phasing goals of the Project, consistent with the Development Plan, are intended to achieve an economically feasible project while balancing a number of competing interests, including ensuring that (i) the affordable housing and the Associated Public Benefits are developed proportionately with the development of the Market Rate Units and in accordance with the Redevelopment Requirements; (ii) public rights of way and Infrastructure are developed in an orderly manner consistent with the Infrastructure Plan, finished portions of the Project are generally contiguous, and isolated pockets of development are not surrounded by construction activity; (iii) the amount of Infrastructure constructed is appropriate for the amount of Vertical Improvements constructed and the need to provide continuous reliable service to existing residents and businesses; (iv) unsold inventory of Market Rate Lots is minimized; (v) development can respond effectively to the Navy's schedule for environmental remediation or the Navy's conveyances of real property to the Authority; (vi) the returns to the Authority, the Navy and Developer are maximized; (vii) the value of the Project is maximized in order to maximize the community benefits that the Project can deliver; and (viii) the phases can



be adjusted to respond to market conditions, cost and availability of financing and economic feasibility (collectively, the “Phasing Goals”).

**Phasing of Development Generally.** The Project Site has been divided into five “Major Phases” and, within each Major Phase, various “Sub-Phases”, conceptually illustrated on the Phasing Plan, shown below. Subject to the terms and conditions described in the DDA, the Authority will convey portions of the Project Site owned or acquired by the Authority as provided in the DDA to TICD, and such portions will be developed in phases. The Project would be built out over a fifteen to twenty year timeframe.



#### Draft Phasing Plan – 01/12/11

**Major Phases.** Major Phases allow for planning of large mixed-use areas or neighborhoods within the Project Site. The Authority’s consideration and Approval of each Major Phase Application in the manner set forth in the DRDAP (each, as amended from time to time, a “Major Phase Approval”) would be required before, or concurrently with, the Authority’s consideration of and grant of a Sub-Phase Approval for any Sub-Phase in that Major Phase.

**Sub-Phases.** Sub-Phases allow for more detailed planning of smaller-scale areas within the Major Phase, subject to adjustment in accordance with the DRDAP and the DDA. Sub-Phase boundaries would correspond to the boundaries in the applicable Sub-Phase Tentative Map or as otherwise set forth in the Sub-Phase Approval. The Authority’s consideration and Approval of each Sub-Phase Application in the manner set forth in the



DRDAP would be required before the Authority's approval for any Vertical Improvements for that Sub-Phase in accordance with the Vertical DDA/LDDAs.

***Changes to Phasing Plan.*** The Phasing Plan illustrates the approximate size, order and duration of the Project's Major Phases and Sub-Phases given the Phasing Goals described above, and the anticipated development period. Over the course of the development, there are many potential factors, including economic conditions, the housing market, market acceptability, adequacy of on-island services, and local tax burdens that will determine the rate at which the Project can be developed and homes sold. TICD may request changes to the Phasing Plan consistent with the Phasing Goals as part of each Major Phase Application and/or Sub-Phase Application, and any such requested changes would be subject to the approval of the Authority in accordance with the DRDAP. TICD must demonstrate that any proposed changes to the Phasing Plan are consistent with the Phasing Goals. These goals include: (i) the affordable housing and Associated Public Benefits will be developed proportionately with the development of the Market Rate Units and in accordance with the Redevelopment Requirements; (ii) the change in order will not impair the Authority's ability to comply with the CCRL Replacement Housing Obligation or any of its obligations under the TIHDI Agreement, the Transition Rules and Regulations or the Public Trust Conveyance Agreement; (iii) the development of the public rights of way and Infrastructure will be orderly, finished portions of the Project will be generally contiguous, and isolated pockets of development will not be surrounded by construction activity; and (iv) the amount of Infrastructure constructed is appropriate for the amount of Vertical Improvements constructed and the need to provide continuous reliable service to existing residents and businesses. The Authority also may request changes to the order of Major Phase Applications and Sub-Phase Applications, and any such requested changes will be subject to the approval of Developer.

### **3. Infrastructure Plan Summary**

The Infrastructure Plan is an Exhibit to the DDA, and is also an exhibit to the ICA between various City departments the Authority. The Infrastructure Plan defines the obligations of TICD to construct the public infrastructure for those portions of NSTI that are being redeveloped pursuant to the DDA within the Development Plan Area. The overall Project description, location, and the nature of the Project is more particularly described in the DDA. The land uses supported and served by the Infrastructure to be developed on Treasure Island are described above in the Land Use Plan and Development Program Summary. Consistent with the Development Plan, an entirely new infrastructure system must be constructed in order to implement the redevelopment of NSTI. The following summarizes the enormous amount of infrastructure work and horizontal improvements that need to be completed prior to the delivery of affordable housing, parks and open space and other aspects of the Project.

***Infrastructure Plan Overview.*** The Infrastructure Plan would govern the construction and development of Infrastructure to be provided by TICD within the Development Plan Area and of site work needed to support the Project. The Infrastructure Plan may be



modified to the extent such additional Infrastructure is mutually agreed to by the Authority and the TICD consistent with the terms of the DDA and the ICA.

The Infrastructure Plan defines Infrastructure improvements to be provided by TICD within the Development Plan Area, as well as off-site and on site work that may be provided to support development of the Development Plan Area by the San Francisco Public Utilities Commission (SFPUC).

The Infrastructure Plan, the Treasure Island and Yerba Buena Island Subdivision Code and the D4D would establish the design standards, criteria and specifications of Infrastructure in the Project, including streets, potable water, recycled water (including a supplemental firefighting water source), supplementary bay water hydrants and fireboat manifolds for firefighting, joint trench, street lighting, street furniture, separated storm and sewer systems, storm water treatment features, open space parcels, and other related Infrastructure necessary to support and serve the Project. At the time of subdivision processing and approval by the City, including the review and approval of subdivision improvement plans, the final design of Infrastructure will be required to be consistent with this Infrastructure Plan.

***Geotechnical/Seismic Improvements.*** The geotechnical approach for Treasure Island takes into consideration the need to elevate the interior of the island in anticipation of sea level rise and the desire to reduce damage to surface and subsurface improvements in the case of a seismic event. The geotechnical programs consists of three parts: (1) the sands will be densified throughout the development area to minimize liquefaction and earthquake-induced settlements, creating a long-term stable platform for development; (2) additional fill will be added to compensate for the loss of elevation caused by densification and to raise the site grades in developed areas above the expected flood level, taking an allowance for long-term sea level rise into account; and (3) the perimeter and causeway between Treasure and Yerba Buena Islands will be similarly densified to be seismically stable and to provide protection against overtopping under extreme combinations of tide and storm activity. The perimeter will not be required to act as a levee or seawall for flood protection purposes.

***Adaptive Management Strategy for Potential Sea Level Rise.*** Authority staff have worked with BCDC to evaluate and adopt the standards for sea level rise ("SLR") recommended by BCDC and the CALFED Independent Science Board, which recommends as a plausible/high value planning for 16 inches of SLR by 2050 and 55 inches by 2100. Based on an evaluation of the site specific conditions of Treasure Island, the project will incorporate initial improvements consisting of (i) setting back the development 200 to 350 feet from the shoreline to mitigate against storm events, (ii) elevating all development and vital infrastructure by 42 inches, which would accommodate potential SLR for 75 to 150 years depending on the actual rate of increase in sea levels and (iii) enhancing the island's perimeter to protect from wave overtopping in large storm events. In addition, the project will adopt an adaptive management strategy that enables a variety of responses to actual future SLR conditions, if they exceed 55 inches, that could include raising the shoreline edge, constructing a series of embankments inland from the shoreline, laying back the shoreline to create ecosystems



that limit wave run-up and overtopping. To accommodate such future improvements, the project will include a mechanism to create a steady stream of project-generated funding dedicated to future adaptive management improvements. This approach has been widely heralded as one of the leading edge examples for addressing sea level rise.

**Utility Infrastructure.** The entire utility infrastructure for Treasure Island must be rebuilt from scratch, including the following components:

- **Backbone Infrastructure and Street Network.** The backbone utility systems and street network on Treasure Island, which includes the causeway between Treasure Island and Yerba Buena Island, will be completely rebuilt to current standards and on a stable platform achieved by seismically reinforcing the development areas as described above.

- **Wet Utilities.** The project will build new wet utility systems for Treasure Island, including new water tanks on Yerba Buena Island, new trunk lines throughout both islands, and connect to a new secondary/emergency water line on the new Eastern Span of the Bay Bridge linked to the East Bay Municipal Utility District water system. Under the terms of the SFPUC ENA that the Authority Board and SFPUC approved in 2009, the Authority and the SFPUC are negotiating the terms of an agreement under which the SFPUC would finance, construct, own and operate an entirely new wastewater treatment and recycled water plant that would tie into a new waste water collection system being constructed by the project. The project would also construct a new storm water drainage and treatment system. Storm water will be directed to low impact development (LID) treatment systems in the open space and street rights-of-way, and portions would be conveyed to a constructed storm water treatment wetland for polishing before it is discharged to the Bay.

- **Dry Utilities.** An entirely new dry utility network will be constructed for Treasure Island, including new electrical, gas and telecommunications lines.

**Public Safety Facilities.** A new joint police and fire "super station" will be constructed on Treasure Island at a central location determined in consultation with the departments. In addition, an entirely new fire water supply system, including supplemental water supply, will be constructed based on input from the Fire Department.

**Environmental Remediation.** The Land Use Plan for Treasure Island is designed to ensure that environmental remediation activities will support the proposed land uses. To that end, TICD's infrastructure obligations will include completing certain environmental remediation beyond that which the Navy is legally required to perform under Federal law, but is necessary to implement the Project under State and local regulations.

**Demolition and Deconstruction.** To the extent practical, existing structures would be "deconstructed," allowing for reuse or recycling of the wood, concrete, metals and other materials. Demolition/deconstruction would begin with removal and abatement of any hazardous materials such as lead paint and asbestos. Where possible, concrete and asphalt pavements would be recycled or used on site or made available for use elsewhere;



a concrete/asphalt crushing plant would be operated on Treasure Island to assist in recycling/reuse of these materials.

***Phases of Infrastructure Construction.*** The infrastructure improvements for Treasure Island and Yerba Buena Island will be constructed in phases in accordance with approved Major Phase and Sub-Phase applications, as described above. Each phase of infrastructure construction will provide the new infrastructure necessary to serve the associated Sub-Phases. The amount of the existing infrastructure systems replaced within each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing infrastructure systems as close to the edge of the new Sub-Phase as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Islands. Any existing land uses remaining during each Sub-Phase will continue to utilize the existing infrastructure systems with temporary connections to the new systems where required to maintain the existing service until the existing uses are demolished. The Authority or the City will be responsible for maintenance of existing infrastructure facilities until demolished by the Developer. The City will be responsible for the new facilities once construction of the Sub-Phase or the new facility is complete and accepted by the City.

#### **4. Housing Plan Summary**

The essential functions of the Housing Plan are to:

1. Establish the proportions, affordability, type, location and tenure mix (for-sale vs. rental) of housing to be built.
2. Establish the process and TICD's obligations for conveyance of land and payment of subsidy for the construction of affordable housing, and the process for the construction of inclusionary and transition housing.
3. Identify financing sources for affordable housing.
4. Identify enforcement mechanisms and remedies available to the Authority to ensure TICD's obligations are met, as well as reporting and monitoring tools to ensure adherence the Plan.

The Housing Plan reflects the collaborative input and negotiations by the Mayor's Office of Housing, the Redevelopment Agency, and TIHDI, in addition to OEWD staff. The Plan is based on the goals and principles outlined in the Development Plan, which include the following:

1. Providing a spectrum of housing types to accommodate a range of household incomes and types (e.g. families, seniors, singles, formerly homeless).
2. Providing affordable housing units at the maximum feasible affordability level in order to serve households not otherwise served by the market rate housing units.



3. Phasing the affordable housing with the development of new market rate homes, and ensuring a sensitive and appropriate transition of the eligible households living in the existing housing.
4. Meeting or exceeding all of the affordable housing requirements under CCRL including, 1) exceeding the production requirement that 15% of all newly constructed units be affordable to very-low, low- and moderate-income residents, 2) deed restricting all affordable housing units for the longest feasible time and not less than 55 years for the rental units and 45 years for the ownership (for-sale) units, and 3) setting aside at least 20% of all tax increment generated from the Project for the sole purpose of improving, preserving and/or producing affordable housing.

***Housing Summary.*** The Land Use Plan provides for the development of up to 8,000 residential units. The Housing Plan requires that 30% of residential units developed at the Project Site be below market rates, affordable to low and moderate income households (2,400 units if the full 8,000 units are developed). A maximum of 5,600 market-rate housing units could be developed at the Project Site. Upon the completion of residential development, both market rate and affordable, it is estimated that approximately 27% of all housing units (including affordable units) will be rental and approximately 73% of all housing units will be for sale.

***Affordable Housing.*** Of the 2,400 below market rate units, the parties anticipate that up to 2,105 units will be developed as affordable units, including approximately 435 to be developed by TIHDI. To build their housing, the Authority and TIHDI will likely partner with Qualified Housing developers: selected non-profit or for-profit organizations that have the financial and staffing capacity to develop affordable housing, and a history of successful affordable housing development. Affordable units will be generally distributed throughout the various areas designated for residential use and across a variety of product types. As modeled, overall affordability averages will be below 50% of area median income.

***Inclusionary Housing.*** Inclusionary units will total five percent of the total market rate units to be constructed within market-rate developments, with limited exceptions described in the Plan. If the maximum total number of market rate units is built, then the total number of inclusionary units would be Two Hundred Ninety Five (295). The inclusionary units will be intermixed and dispersed throughout the project site in locations approved by the Authority, indistinguishable in exterior appearance from the market rate units, and be substantially similar in size, type, amenities and overall quality of construction as market rate units. Rental inclusionary units will be priced for households earning no more than 60% of AMI annually (\$59,650 for a four-person household in 2010). For-sale inclusionary units will be priced for households earning between 80% and 120% of AMI, with an average household income not to exceed 100% of AMI (\$99,400 for a four-person household in 2010). The DDA will include applicable procedures for review and approval by the Authority of the size, type and location of inclusionary units. A Vertical Developer will be required to submit and obtain approval of a marketing plan before selling inclusionary units and will be required to comply with



marketing and operating guidelines in conformance with the San Francisco Redevelopment Agency's *Residential Inclusionary Housing Monitoring and Procedures*.

**Phasing.** TICD will prepare Affordable Housing Lots and Developable Lots in Sub-Phases in accordance with the Phasing Plan and the Schedule of Performance. The Authority Housing Lots will be used by the Authority and TIHDI to develop Authority Housing Units in accordance with the Housing Plan. While TICD will retain flexibility and discretion to respond to market conditions regarding the types, sizes and locations of Developer Residential Units consistent with the Redevelopment Requirements, the Project will phased so as to include a mix of Market Rate Lots and Authority Housing Lots as needed to meet the proportionality requirements of the Housing Plan. TICD will also provide infrastructure to the Authority Housing Lots. The value of the contribution to the affordable housing is approximately \$227 million.

**Parcel Locations.** TICD and THE AUTHORITY have designated the location of the Authority Housing Lots, in consultation with TIHDI, which are distributed throughout the Project Site. Authority Housing Lots have been selected for their proximity to the services and amenities that enhance quality of life and enable a sufficient number of sites to maximize the ability to obtain competitive public financing. The Plan includes a Site Alteration Process in the event that TICD wishes to exchange parcels that protect the desirability of Authority Housing Lots. the Authority shall enter into a separate agreement with TIHDI for the development of the TIHDI Units on specified Authority Housing Lots.

**Transition Housing.** In addition to the Affordable Housing Units, the Authority will also be responsible for the development of the Transition Units. The Transition Units are to provide housing for Transitioning Households as of the Effective Date who continue to reside on NSTI until asked to move in order to facilitate the development of the Project. Under the Transition Housing Rules and Regulations, an attachment to the Housing Plan, the Authority shall offer all Transitioning Households Transition Benefits, including the opportunity to 1) rent a rent-protected unit on Treasure Island, 2) purchase a newly constructed unit within the Project Area and receive down payment assistance, or 3) select an in-lieu payment, as more particularly described in the Transition Housing Rules and Regulations. A Premarketing Notice List will also be available enabling Eligible Residents and Households to make offers on for-sale homes before the general public. The transition process is further summarized under a separate Transition Housing Rules and Regulations staff report, including in the Authority Board of Directors' January 12, 2011 meeting packages.

**Financing.** A variety of private and public funding sources will be used to create the Authority Housing Units envisioned by the Housing Plan, including Developer Housing Subsidy, tax increment financing, the jobs-housing linkage fees, low-income housing tax credit proceeds and various State and Federal sources of funding. Collectively, the Project is expected to contribute more than **\$519 million** towards the creation of the Authority Housing Units, including the costs of needed infrastructure, site preparation and construction costs as detailed below.



- Project-generated funds will come from 1) the 20% required set aside of tax increment for the development of the Affordable Housing Units (\$108 million), 2) Jobs-Housing Linkage fees (\$7.4 million) generated from commercial development, and 3) Developer subsidy (\$92 million) to be paid directly to the Authority to be used toward the costs of the Authority Housing Units and implementation of the Transition Housing Rules and Regulations. TICD's obligation to provide the Housing Subsidy will equal \$17,500 per Market Rate Unit (or \$51,000 per affordable unit) entitled for development on each Residential Developable Lot, and will become payable upon the transfer of each Market Rate Lot to a Vertical Developer (subject to an initial five (5) year period in which no Developer Housing Subsidy will be payable), with certain exceptions to insure completion of the project's Replacement Housing Requirements as required under CCRL. And five percent of all Developer Residential Units shall be affordable inclusionary housing. The projected contribution to affordable housing through construction of these units is approximately \$85 million. These sources total **\$292 million**.

**TIHDI Housing.** The process for the construction of the TIHDI housing will be further detailed in a separate agreement with TIHDI and will be summarized in separate staff report when that document is presented at a future Authority Board of Directors' meeting.

## **B. Draft Redevelopment Plan**

As required by CRL, the Authority must prepare a series of documents as part of the Redevelopment Plan adoption process that include: the Survey Area, the Preliminary Plan, the Preliminary Report, the Redevelopment Plan, the Implementation Plan, and the final Report on the Redevelopment Plan to the legislative body. All of these documents are based on the plans as outlined in the Development Plan. The Authority endorsed and the Board of Supervisors approved an Amended Survey Area in September 2008, and the Authority endorsed and the Planning Commission adopted the Amended Project Area Boundaries and a Preliminary Plan in October 2008. Subsequently, staff prepared and published the Preliminary Report and Draft Redevelopment Plan in July 2010 along with the Draft EIR. This revised Final Draft Redevelopment Plan will be introduced to the BOS along with the Report to the Board on the Plan, prior to adoption of the Final Redevelopment Plan.

The Redevelopment Plan is a legal document that is adopted by the Board of Supervisors, after hearings by the Planning Commission and the Authority.

- The purpose of the Redevelopment Plan is to establish the Redevelopment Project Area, provide the Authority with the powers, duties and obligations to implement the development program, set forth the basic land use standards for the Redevelopment Plan Area, and state general objectives, including planning objectives, that apply to the Plan Area.
- By law, the Redevelopment Plan must include certain land use controls, including height limits, densities, and land uses. For this project, the intent is to keep these



controls as general as possible, to avoid having to amend the Redevelopment Plan in the future. For example, maximum height and density will be set on a project-wide basis (e.g. no more than 450' feet in height, no more than 8,000 units total, etc.). The Redevelopment Plan will instead authorize the Authority, under its sole authority, to adopt separate design standards and guidelines known as the Design for Development ("D4D"). Block-by-block land use controls, including permitted uses, as well as more specific development standards and design guidelines, will be included in the D4D.

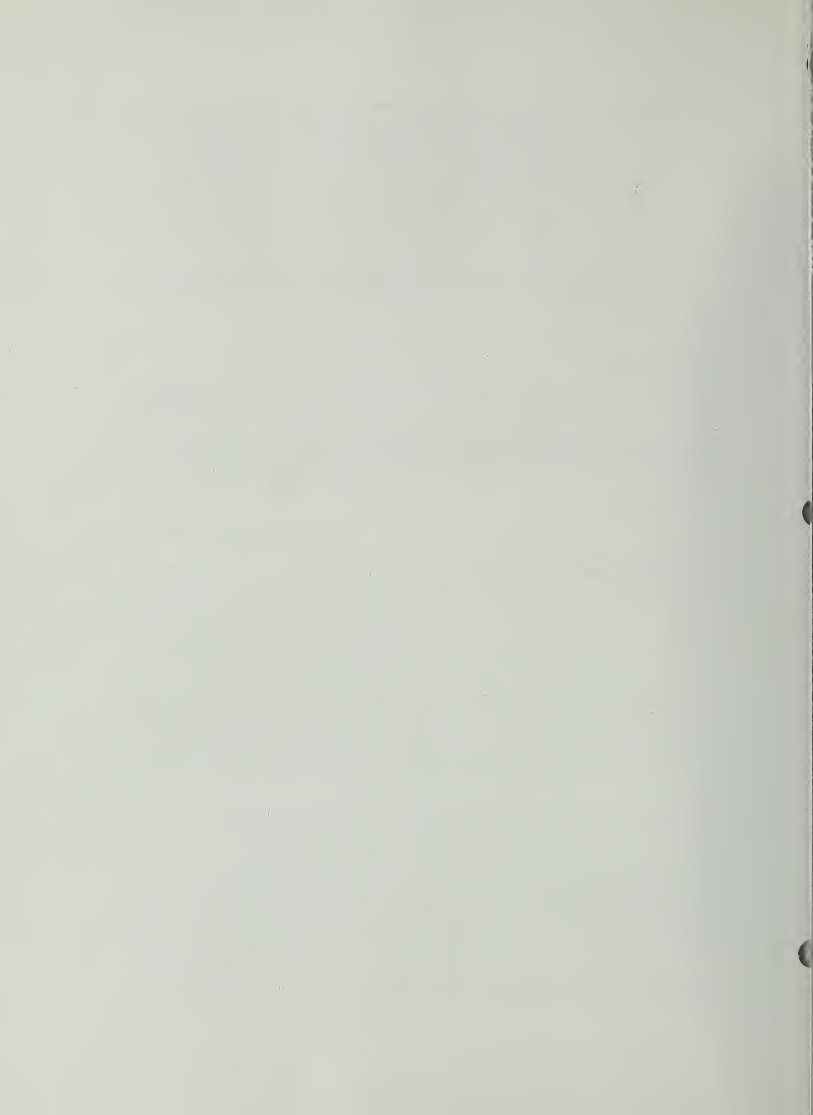
- The Redevelopment Plan also serves an important purpose to provide for public financing to be made available for qualified project costs, through the use of tax increment financing.

## **ATTACHMENTS**

The following Draft Project Documents are included on the enclosed CD (immediately behind this staff summary) as individual PDF files, and are available on-line for review at <http://www.sftreasureisland.org/> (the main Authority website) or <http://sftreasureisland.org/index.aspx?page=26> (for a direct link to the documents)

- Draft Land Use Plan
- Draft Phasing Plan
- Draft Infrastructure Plan
- Draft Housing Plan
- Draft Redevelopment Plan







ATTACHMENT \_\_

**DISPOSITION AND DEVELOPMENT AGREEMENT**

**NAVAL STATION TREASURE ISLAND**

**HOUSING PLAN**



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## EXHIBITS

- Exhibit A – Affordable Housing Deed
- Exhibit B – Form of Declaration of Restrictions for Rental Inclusionary Units
- Exhibit C – Form of Declaration of Restrictions for Sale Inclusionary Units
- Exhibit D – Housing Data Table
- Exhibit E – Housing Map
- Exhibit F – Transition Housing Rules and Regulations
- Exhibit G – SFRA’s Residential Inclusionary Housing Monitoring and Procedures Manual



## SUMMARY

The development plan for Naval Station Treasure Island ("NSTI") under the DDA calls for the development of up to 8,000 residential units. This housing plan (the "Housing Plan") requires that 30% of residential units developed at the Project Site (or 2,400 units if the full 8,000 units are developed) will be below market rate units affordable to low and moderate income households or Transitioning Households. Of the 2,400 below market rate units, the parties anticipate that up to 2,105 units will be developed by Qualified Housing Developers, including approximately 435 to be developed by TIHDI. And approximately 27% of the acreage of the developable residential pads will be available and used for the development of this affordable housing.

The remainder of the below market rate units will be inclusionary units, built by Vertical Developers in concert with private market-rate development projects. Five percent (5%) of the total Developer Residential Units shall be Inclusionary Units. Developer may sell land to Vertical Developers, including Developer and its Affiliates as permitted in the DDA, to develop up to Five Thousand Six Hundred (5,600) Market Rate Residential Units. If the maximum total number of Market Rate Units is built, then the total number of Inclusionary Units would be Two Hundred Ninety Five (295), for a total number of Developer Residential Units of Five Thousand Eight Hundred Ninety Five (5,895) units. The Inclusionary Units will be constructed and sold or rented in accordance with this Housing Plan.

Developer will submit to TIDA Major Phase Applications and Sub-Phase Applications pursuant to the DDA. Each Major Phase will include one or more Sub-Phases. Following each Sub-Phase Approval, TIDA will convey the land within that Sub-Phase to Developer and Developer will prepare Developable Lots in Sub-Phases in accordance with the Phasing Plan and the Schedule of Performance. Developer will then convey the Market Rate Lots to Vertical Developers for residential development in accordance with an approved Vertical DDA and the Redevelopment Requirements. The Authority Housing Lots will be used by TIDA and TIHDI to develop Authority Housing Units in accordance with this Housing Plan. While the Developer will retain flexibility and discretion to respond to market conditions regarding the types, sizes and locations of Developer Residential Units consistent with the Redevelopment Requirements, the Project will phased so as to include a mix of Market Rate Lots and Authority Housing Lots as needed to meet the proportionality requirements of this Housing Plan.

Developer and TIDA have designated the general location of the Authority Housing Lots, which are distributed throughout the Project Site. TIDA and TIHDI will be responsible for development of Affordable Housing Units and Transition Units on the Authority Housing Lots. The Affordable Housing Units are expected to include a range of unit types and tenures, including family housing units and senior units. TIDA shall retain the discretion to determine the type of Affordable Housing Units to be constructed so long as the Units are consistent with the Redevelopment Requirements. TIDA shall enter into a separate agreement with TIHDI for the development of the TIHDI Units on specified Authority Housing Lots.



In addition to the Affordable Housing Units, TIDA will also be responsible for the development of the Transition Units. The Transition Units are to provide housing for existing qualifying residents as of the Effective Date who continue to reside on NSTI until notified that they must move in order to facilitate the development of the Project under the DDA. The Transition Units will be deed restricted so that, should the Transitioning Housing not meet Affordable income requirements, the applicable Transition Unit will become an Affordable Housing Unit upon the vacancy of the Transitioning Household. If a Transitioning Household does meet Affordable income requirements, then the applicable Transitions Unit will be a deed restricted Affordable Housing Unit from its inception. The Transition Housing Rules and Regulations provide certain benefit options to Transitioning Households, including moving assistance, down payment assistance, an in lieu payment and the opportunity to move to Transition Units at specified rents. The estimated costs of implementing the Transition Housing Rules and Regulations has been factored into the Developer Housing Subsidy to be paid by Developer to TIDA.

The Financing Plan attached to the DDA calls for the use of a variety of private and public funding sources to create the Authority Housing Units envisioned by this Housing Plan, including Developer equity, the Developer Housing Subsidy, tax increment financing, the jobs-housing linkage fees, low-income housing tax credit proceeds and various State and Federal sources of funding. Collectively, the Project is expected to contribute more than \$\_\_\_ million towards the creation of the Authority Housing Units, including the costs of needed infrastructure, site preparation and construction costs. The Project-generated funds will come from three sources:

- First, at least twenty percent (20%) of the total tax increment generated in the Project Area will be used for the development of the Affordable Housing Units. In addition, if during the term of the Redevelopment Plan there is available tax increment that is not required to pay for other development costs in accordance with the Financing Plan, then such excess tax increment may be made available to fund development of Authority Housing Units as further described in the Financing Plan.
- Second, the commercial development within the Project Area is anticipated to generate Jobs-Housing Linkage fees paid by Vertical Developers in accordance with the DDA. All fees payable under the Jobs-Housing Plan from the development of the Project Area will be used for the production of Authority Housing Units in accordance with this Housing Plan.
- Third, Developer shall pay a direct subsidy to TIDA to be used toward the costs of the Authority Housing Units and implementation of the Transition Housing Rules and Regulations. The Developer Housing Subsidy will equal Seventeen Thousand Five Hundred Dollars (\$17,500) per Market Rate Unit, and will become payable upon the transfer of each Market Rate Lot to a Vertical Developer (subject to an initial five (5) year period in which no Developer Housing Subsidy will be payable, except as described below).



The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict, the provisions of the Housing Plan and the DDA shall control.

## 1. DEFINITIONS

Initially capitalized terms unless separately defined in this Housing Plan have the meanings and content set forth in the DDA. Terms defined in the DDA and also set forth in this Section are provided herein for convenience only.

1.1 Adequate Security shall have the meaning set forth in the DDA.

1.2 Affordable or Affordable Housing Cost means (a) with respect to a Rental Residential Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Residential Unit, a purchase price based on a five percent (5%) down payment and a commercially reasonable thirty (30) year fixed mortgage with commercially reasonable rates, points and fees and total annual payments for principal, interest, taxes and owner association dues, but excluding Parking Charges, not exceeding thirty three percent (33%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size. With respect to the Inclusionary Units, Parking Charges to be paid by residents shall be in addition to the Affordable Housing Cost and shall not be included in rent or the purchase price in determining Affordable Housing Cost. With respect to Authority Housing Units, TIDA or TIHDI, as applicable, shall have the right to determine, in its sole discretion, whether Parking Charges shall be included in the rent or purchase price for purposes of determining Affordable Housing Cost, provided that at all times the Affordable Housing Cost shall meet the requirements of the CCRL. The interest rate for the mortgage loan that is used to calculate the purchase price for a Sale Unit shall be the higher of (1) the ten (10) year rolling average interest rate, as calculated by TIDA based on data provided by Fannie Mae or Freddie Mac, or if such data is not provided by Fannie Mae or Freddie Mac, then based on data from an equivalent, nationally recognized mortgage financing institution approved by the Vertical Developer and TIDA, or (2) the current commercially reasonable rate available through a TIDA approved lender, in either case as in effect on a date mutually agreed upon between TIDA and the Vertical Developer but before the date TIDA approves the marketing plan for the Sale Residential Unit.

1.3 Affordable Housing Deed means the deed conveying an Authority Housing Lot from Developer to TIDA in the form of Exhibit A hereto.

1.4 Affordable Housing Loan Fund the meaning set forth in Section 6.4 of this Housing Plan.

1.5 Affordable Housing Unit means a Residential Unit constructed by TIDA, TIHDI or a Qualified Housing Developer selected by TIDA or TIHDI (as applicable) on an Authority Housing Lot that is available for lease or purchase at an Affordable Housing Cost for households with an annual income up to one hundred twenty percent (120%) of Area Median



income, but may be leased or sold to households with lower income levels as determined by TIDA. Inclusionary Units are not included in Affordable Housing Units. TIDA shall determine the affordability level and other relevant restrictions for each Authority Housing Project in conformance with the Redevelopment Requirements. Each Affordable Housing Unit shall meet the standards for affordability in the CCRL, including the income eligibility standards of CCRL section 33334.2, the affordability standards of CCRL section 33334.3 and, if applicable, the replacement housing standards of CCRL section 33413.

1.6 Approved Sites has the meaning set forth in Section 2.5 of this Housing Plan.

1.7 Approval (Approve, Approved and any variation) is defined in the DDA.

1.8 Approved Title Exceptions means (i) current taxes and assessments not yet due or payable, (ii) the applicable Redevelopment Requirements and the Development Agreement, (iii) any environmental restrictions and covenants recorded in connection with the environmental regulatory condition required by the DDA (but that do not prohibit residential use), (iv) matters disclosed on an applicable Subdivision Map, consistent with the Infrastructure Plan, (v) easements for utilities and access in favor of the City or a private utility consistent with an applicable Subdivision Map, (vi) use restrictions and requirements relating to the construction of Affordable Housing Units, (vii) matters disclosed by an ALTA survey that do not materially increase the cost or feasibility of development of the Authority Housing Lots, and (viii) such restrictions as are required to satisfy the terms and conditions of the DDA.

1.9 Area Median Income means the unadjusted area median income provided by HUD that is specific to the metro fair market rent area that contains the City as published annually by the Mayor's Office of Housing and adjusted for household size. If data provided by HUD that is specific to the metro fair market rent area that contains the City is unavailable, the Area Median Income may be calculated by TIDA using other publicly available and credible data as approved by Developer and TIDA.

1.10 Authority Housing Lot shall mean the lots identified as Authority Housing Lots on the Housing Map, subject to any revisions as may be requested by Developer and approved by TIDA as part of the Major Phase and Sub-Phase Approval processes, or otherwise as set forth in the DRDAP.

1.11 Authority Housing Lot Completion Date means the date on which Developer Completes the Pre-Sale Infrastructure on an Authority Housing Lot.

1.12 Authority Housing Project means a Residential Project constructed by a Qualified Housing Developer selected by TIDA or TIHDI, as applicable, containing Authority Housing Units and possibly also containing other uses permitted under the Redevelopment Plan, the Design for Development and this Housing Plan.

1.13 Authority Housing Unit means a Residential Unit developed on an Authority Housing Lot, which shall be either an Affordable Housing Unit or a Transition Unit. Transition Units may be Affordable Housing Units at inception (for income-qualifying



Transitioning Households) or, if not, shall be Affordable Housing Units upon the vacancy of the initial Transitioning Household.

1.14 Commence (Commenced, Commencement and any variation) has the meaning set forth in the DDA.

1.15 Complete (Completed, Completion and any variation) has the meaning set forth in the DDA.

1.16 Completed Authority Housing Lot means an Authority Housing Lot with the Pre-Sale Infrastructure Completed.

1.17 CCRL has the meaning set forth in the DDA.

1.18 CCRL Replacement Housing Obligation shall mean the obligation under CCRL to replace, within four (4) years, dwelling units that house persons and families of low or moderate income that are destroyed as part of a redevelopment project, as set forth in CCRL 33413 et seq.

1.19 CCRL Replacement Housing Units shall mean the Affordable Housing Units on the Project Site that satisfy the CCRL Replacement Housing Obligation.

1.20 Declaration of Restrictions for Rental Inclusionary Units means a document substantially in the form of the document titled "Declaration of Restrictions for Rental Inclusionary Units" attached hereto as Exhibit B.

1.21 Declaration of Restrictions for Sale Inclusionary Units means a document substantially in the form of the document titled "Declaration of Restrictions and Option to Purchase Agreement for Sale Inclusionary Units" attached hereto as Exhibit C, including the form of Short Form Deed of Trust and Assignment of Rents attached thereto, the form of Addendum to Deed of Trust attached thereto and the form of Promissory Note Secured by Deed of Trust attached thereto.

1.22 Developer Housing Subsidy means the subsidy to be paid by Developer to TIDA for the development of Authority Housing Units on the Authority Housing Lots and the implementation of the Transition Housing Rules and Regulations. The Developer Housing Subsidy shall be paid over time as set forth in this Housing Plan, and shall equal the total number of Market Rate Units on each Market Rate Lot multiplied by Seventeen Thousand Five Hundred Dollars (\$17,500).

1.23 Developable Lot has the meaning set forth in the DDA.

1.24 Developer Residential Units means the Market Rate Residential Units and the Inclusionary Units.

1.25 Development Agreement has the meaning set forth in the DDA.

1.26 Event of Default has the meaning set forth in the DDA.



- 1.27 For-Rent or Rental Unit means a Residential Unit which is not a For Sale Unit.
- 1.28 For-Sale or Sale Unit means a Residential Unit which is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership.
- 1.29 Household Size means the total number of bedrooms in a Residential Unit plus one (1).
- 1.30 Housing Data Table means the table attached here to as Exhibit D.
- 1.31 Housing Map means the map attached hereto as Exhibit E.
- 1.32 Inclusionary Milestone has the meaning set forth in Section 5.1(c) of this Housing Plan.
- 1.33 Inclusionary Obligation has the meaning set forth in Section 5.1(a) of this Housing Plan.
- 1.34 Inclusionary Units means (i) for a Rental Unit, a unit that is available to and occupied by a household with an income not exceeding sixty percent (60%) of Area Median Income and rented at an Affordable Housing Cost for households with incomes at or below sixty percent (60%) of Area Median Income, and (ii) for a For Sale Unit, a unit that is available to and occupied by households with incomes ranging from Eighty Percent (80%) of Area Median Income but not exceeding One Hundred Twenty Percent (120%) of Area Median Income and sold at an Affordable Housing Cost for households with incomes from Eighty Percent (80%) to One Hundred Twenty Percent (120%) of Area Median Income. The mechanism for setting the maximum Affordable Housing Cost and income level for each Inclusionary Unit is set forth in Section 5 of this Housing Plan.
- 1.35 Major Phase has the meaning set forth in the DDA.
- 1.36 Market Rate or Market Rate Unit means a Residential Unit constructed on a Market Rate Lot that has no restrictions under this Housing Plan or the DDA with respect to Affordable Housing Cost levels or income restrictions for occupants.
- 1.37 Market Rate Lot shall mean a lot of the approximate size and location identified as a Market Rate Lot on the Housing Map at each Major Phase Approval, subject to any revisions as may be requested by Developer and Approved by TIDA as part of the Sub-Phase Approval process or otherwise as set forth in the DRDAP.
- 1.38 Market Rate Project means a Residential Project constructed by a Vertical Developer, including Developer and its Affiliates, and containing Market Rate Units, Inclusionary Units (if required), and possibly also containing other uses permitted under the Redevelopment Plan and the Design for Development.



1.39 Marketing and Operations Guidelines has the meaning set forth in Section 5.1(g) of this Housing Plan.

1.40 Non-Inclusionary Projects means the Residential Projects of the following types, on which Developer and Vertical Developers may, but are not required to, include any Inclusionary Housing: any Residential Project of 19 or fewer units including townhomes; residential towers exceeding 240 feet in height; and residential condominiums with hotel services ("Condotel"). Notwithstanding the foregoing exclusions, not less than five percent (5%) of the total Developer Residential Units constructed on Treasure Island and not less than five percent (5%) of the total Developer Residential Units constructed on Yerba Buena Island must be Inclusionary Units.

1.41 Parking Charge means the rental rate or purchase price for a Parking Space, as determined in accordance with Section 7.2.

1.42 Parking Space means a parking space constructed in the Project Site by Vertical Developers or Qualified Housing Developers and accessory to one or more Residential Projects.

1.43 Post-Sale Infrastructure has the meaning set forth in the DDA.

1.44 Premarketing Notice List has the meaning set forth in the Transition Rules and Regulations.

1.45 Pre-Sale Infrastructure has the meaning set forth in the DDA.

1.46 Post-Sale Infrastructure Liquidation Amount has the meaning set forth in Section 2.8(d) of this Housing Plan.

1.47 Project Area means the redevelopment project area designated in the Redevelopment Plan.

1.48 Project Cost has the meaning set forth in the DDA.

1.49 Qualified Housing Developer has the meaning set forth in the DDA as follows: non-profit or for-profit organizations selected by TIDA or THDI, as applicable, with members that have the financial and staffing capacity to develop affordable housing consistent with the character and quality of the Redevelopment Requirements and the Residential Projects, and a history of successful affordable housing development, demonstrated by the completion of not less than 75 affordable housing units or 2 affordable housing projects in the previous 7 years.

1.50 Redevelopment Plan means the Redevelopment Plan for the Treasure Island/Yerba Buena Island Redevelopment Project adopted by the Board of Supervisors pursuant to Ordinance No. \_\_\_\_ on \_\_\_\_.

1.51 Redevelopment Requirements has the meaning set forth in the DDA.



1.52 Residential Developable Lot means the Developable Lots that are designated primarily for residential use on the Housing Map, as may be revised in a Major Phase Approval or Sub-Phase Approval or otherwise in accordance with the DRDAP. Residential Developable Lots shall only include lots that are not subject to the Tidelands Trust and shall not include adjacent easement areas, midblock alleys, neighborhood parks, community facilities and central parking facilities serving residential and/or commercial developments.

1.53 Residential Project has the meaning set forth in the DDA as follows: a Project containing Residential Units that may also contain other uses permitted under the Redevelopment Plan and this Housing Plan.

1.54 Residential Unit has the meaning set forth in the DDA as follows: a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family, and may include senior and assisted living facilities.

1.55 Second Inclusionary Milestone has the meaning set forth in Section 5.1(c) of this Housing Plan.

1.56 SFRA means the Redevelopment Agency of the City and County of San Francisco.

1.57 Sub-Phase has the meaning set forth in the DDA.

1.58 TIHDI means the Treasure Island Homeless Development Initiative, Inc., a California nonprofit public benefit corporation, and the member organizations of TIHDI.

1.59 TIDHI Units means the Affordable Housing Units constructed by or on behalf of TIHDI on Authority Housing Lots in accordance with this Housing Plan.

1.60 Title Defects has the meaning set forth in Section 2.8 (c) of this Housing Plan.

1.61 Title Notice has the meaning set forth in Section 2.8 (b) of this Housing Plan.

1.62 Transition Housing Rules and Regulations means the rules and regulations adopted by THDA, as amended from time to time. The currently adopted Transition Housing Rules and Regulations are attached as Exhibit F.

1.63 Transition Units has the meaning set forth in the Transition Housing Rules and Regulations.

1.64 Transitioning Households shall have the meaning set forth in the Transition Housing Rules and Regulations.

1.65 Utility Allowance means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include a dollar



amount established periodically by the Housing Authority based on standards established by IIUD for the cost of basic utilities for households, adjusted for Household Size. If such dollar amount is not available from the Housing Authority or HUD, then Developer or Vertical Developer, as applicable, may use another publicly available and credible dollar amount that is Approved by the TIDA.

- 1.66 Vertical Application has the meaning set forth in the DRDAP.
- 1.67 Vertical Approval has the meaning set forth in the DRDAP.
- 1.68 Vertical Developer shall have the meaning set forth in the DDA.
- 1.69 Vertical Improvement is defined in the DDA.

## 2. HOUSING DEVELOPMENT

2.1 Development Program. Vertical Developers and Qualified Housing Developers may develop up to 8,000 Residential Units in the Project Area, including 2,105 Authority Housing Units (of which up to 435 will be TIHDI Units), 295 Inclusionary Units, and 5,600 Market Rate Units.

### 2.2 Development Process.

(1) Subject to the terms of the DDA, Developer shall develop the Project Site in a series of Major Phases and, within each Major Phase, in a series of Sub-Phases. The DDA includes a process for Developer's submittal of Major Phase Applications and Sub-Phase Applications, and for TIDA's review and grant of Major Phase Approvals and Sub-Phase Approvals, in accordance with the DRDAP. The anticipated order of development of Major Phases, and Sub-Phases in each Major Phase, including the Completion of the Authority Housing Lots, is set forth in the Phasing Plan and the Schedule of Performance, subject to revision in accordance with the procedures set forth in the DDA and the DRDAP. Each Affordable Housing Lot shall meet the standards for it to be a Developable Lot as set forth in the DDA.

(2) Developer shall preliminarily identify the number and location of anticipated Inclusionary Units for each anticipated Residential Project in a Major Phase Application, and may revise such number in a Sub-Phase Application, subject to the requirements of this Housing Plan. The final number of Inclusionary Units for each Residential Project (if any) shall be specified in the applicable Vertical DDA.

(3) Subject to the terms of the DDA: (i) upon receipt of a Sub-Phase Approval, Developer shall construct Pre-Sale Infrastructure within such Sub-Phase in accordance with the Schedule of Performance, including Infrastructure to serve the Authority Housing Lots, and shall construct Post-Sale Infrastructure within each Authority Housing Lot in accordance with Section 2.8 of this Housing Plan; and (ii) when it transfers Market Rate Lots to Vertical Developers (including Developer and Affiliates of Developer) for the construction of Residential Projects, Developer shall do so consistent with the DDA and this Housing Plan and shall pay to TIDA the Developer Housing Subsidy as set forth in this Housing Plan.



(4) Subject to the terms of the applicable Vertical DDA, upon receipt of a Vertical Approval, the Vertical Developer constructing the applicable Residential Project(s) must include the number of Inclusionary Units for such Residential Project(s) as are set forth in the Project Data Table approved as part of the applicable Vertical Approval.

2.3 Developer's Obligations Related to Authority Housing Units. Developer's obligations related to the Authority Housing Units are: (i) Completion of the Pre-Sale Infrastructure and Post-Sale Infrastructure on Market Rate Lots in accordance with the DDA; (ii) Completion of Pre-Sale Infrastructure and the Post-Sale Infrastructure (or, with respect to the latter, the payment of the Post-Sale Infrastructure Liquidation Amount as set forth in Section 2.8(d) or Section 2.8(e) of this Housing Plan) on the Authority Housing Lots in accordance with the DDA; (iii) transfer of all Authority Housing Lots to TIDA at no cost to TIDA upon Completion of the Pre-Sale Infrastructure in compliance with the DDA (or, if TIDA retains the Authority Housing Lots, then Developer's exchange of real property following Completion of the Authority Housing Lots at no cost to TIDA if and as needed to conform and correct the land boundaries to the final parcel maps); (iv) payment of the Developer Housing Subsidy in compliance with Section 6.1 of this Housing Plan; (v) recordation of Vertical DDAs on the Market Rate Lots specifying the number of Inclusionary Units to be built on the Market Rate Lots consistent with the applicable Sub-Phase Approval; and (vi) if applicable, completion of the CCRL Replacement Housing Units as set forth in Section 3.1(a) of this Housing Plan. Except as set forth in Section 3.1(a) of this Housing Plan, Developer shall have no obligation to Complete the CCRL Replacement Housing Units or the Authority Housing Projects. Developer shall have no obligation to Complete the Transition Units except as may be agreed to by Developer in accordance with Section 8.4 of this Housing Plan.

## 2.4 Developer Land Conveyances.

(a) Authority Housing Lots. The Completed Authority Housing Lots shall comprise acreage equal to approximately twenty- seven percent (27%) of the total acreage of the Residential Developable Lots on Treasure Island. The total expected acreage of the Residential Developable Lots and the Completed Authority Housing Lots is set forth on the Housing Map. All acreage described in this Housing Plan are buildable net acres including applicable setback areas as required by the Design for Development, but not including certain acreage as described in Section 1.51 of this Housing Plan.

(b) Major Phases. The approximate location and size of the Authority Housing Lots is set forth in the Housing Map, and may be revised as part of a Major Phase Approval or Sub-Phase Approval or otherwise as set forth in the DRDAP. The Housing Map has been designed and approved so as to maintain general proportionality in location and phasing between the development of Market Rate Units and Authority Housing Units at all times. Without limiting the foregoing, the Parties agree that in order to provide flexibility in implementation: (i) within each Major Phase, the Cumulative Total Authority Housing Acreage on Treasure Island shall not be less than twenty percent (20%), (ii) at the Second Inclusionary Milestone, the Cumulative Total Authority Housing Acreage on Treasure Island shall not be less than twenty-five percent (25%); and (iii) upon the Completion of all Major Phases, the Cumulative Total Authority Housing Acreage on Treasure Island shall not be less than twenty-seven percent (27%). For purposes of this Section, the Percentage of Cumulative Total



Authority Housing Acreage shall be calculated as follows: (i) the total acreage of the Authority Housing Lots on Treasure Island in a Major Phase Application plus the total acreage of all Completed Authority Housing Lots on Treasure Island in all previously Approved Major Phases, divided by (ii) the total acreage of all Residential Developable Lots on Treasure Island in that same Major Phase Application plus the total acreage of all Completed Residential Developable Lots on Treasure Island in all previously Approved Major Phases.

(c) Housing Data Table. In order to track Developer's compliance with this Housing Plan, Developer shall submit a Housing Data Table as part of each Major Phase Application and Sub-Phase Application that includes Residential Projects, in the form and containing the information set forth in Exhibit D. TIDA shall review and approve or disapprove the Housing Data Table in accordance with the procedures set forth in the DRDAP. Each Housing Data Table shall include the applicable information set forth in Exhibit D, including:

(1) The location and acreage for each Authority Housing Lot and each Market Rate Lot in that Major Phase or Sub-Phase, as applicable, and whether there are any proposed changes from the Housing Map or previous approvals;

(2) The percentage of acreage of Authority Housing Lot(s) to the acreage of Residential Developable Lots in that Major Phase or Sub-Phase, as applicable, and the Cumulative Total Authority Housing Acreage to date;

(3) The cumulative number of Developer Residential Units (including the number of Inclusionary Units) allocated for development on Market Rate Lots previously conveyed to Vertical Developers, and the number of Developer Residential Units (including the number of Inclusionary Units) allocated for development in that Major Phase or Sub-Phase, as applicable; and

(4) the anticipated location of each anticipated Residential Project within the Major Phase or Sub-Phase, as applicable, and the anticipated date for Completion of the Pre-Sale Infrastructure for each Authority Housing Lot, and for each such Residential Project, the anticipated acreage, height and density and the number of residential units, including the proposed number of Inclusionary Units.

(d) Concurrently with conveyance of property within a Sub-Phase to the Developer, TIDA at its election in accordance with the DDA, shall either (i) with Developer's reasonable consent, transfer the Authority Housing Lots to the Developer or (ii) retain the Authority Housing Lots. In connection with development of each Sub-Phase, if the Authority Housing Lots are transferred to Developer, Developer shall convey to TIDA Developer's interest in the Authority Housing Lots at no cost to TIDA upon Completion of the Pre-Sale Infrastructure for Authority Housing Lots in accordance with the procedures set forth below in Section 2.7(b) of this Housing Plan. If the Authority Housing Lots are retained by TIDA, Developer shall complete the Pre-Sale and Post-Sale Infrastructure on the Authority Housing Lots in accordance with the procedures set forth below in Section 2.8 of this Housing Plan.

## 2.5 Selection of Approved Sites.



(a) Developer has selected and TIDA has approved generally designated sites for the development of the Authority Housing Units as shown on the Housing Map (individually, an "Approved Site" and collectively, the "Approved Sites").

(b) In each Major Phase Application and Sub-Phase Application, Developer will confirm the location and size of the Approved Sites, or propose any changes to the Approved Sites with an explanation for the proposed change. Any proposed change will be shown on a revised Housing Map in the form of Exhibit E. The final Approved Sites shall be as set forth in each Sub-Phase Approval, and shall be the Authority Housing Lots in that Sub-Phase. Notwithstanding a Sub-Phase Approval, Developer may subsequently seek a substitution or alteration as set forth in Section 2.6 of this Housing Plan.

(c) Within sixty (60) days following the Completion of the Pre-Sale Infrastructure for Authority Housing Lot, Developer shall convey to TIDA (if applicable) Developer's interest in the applicable Authority Housing Lot.

**2.6 Site Alteration Process.** Developer may request to substitute an alternate Authority Housing Lot for any of the Approved Sites or to make material changes to the size or boundaries of an Approved Site, with a brief explanation as to why Developer is requesting the substitution or change. Any substitution or material change shall be subject to TIDA's review and approval, in its reasonable discretion if the request is made before or as part of a Sub-Phase Application, and in its sole discretion if the request is made at any time after receipt of a Sub-Phase Approval. In determining whether to approve a substitution or material change before or as part of a Sub-Phase Application, TIDA will consider, at a minimum, the following:

(1) Size. The alternative parcel should be approximately the same size as the parcel it is intended to replace (or, if it is different, then Developer shall show what other adjustment(s) are proposed to Approved Sites on the Housing Map to make up for the difference).

(2) Dimensions. Parcel dimensions shall be generally typical in shape as compared to Market Rate Lots, reflective of the block configuration.

(3) Frontages. Each parcel shall have a minimum of one (1) frontage that provides immediate vehicular access in a manner consistent with the Design for Development and immediate pedestrian access to a public walkway or right of way.

(4) Fiscal Impact. The alternative parcel or material change should not have a negative impact on the reasonably anticipated or proposed financing for the development of Affordable Housing Units on the site when compared to the original parcel.

(5) Dispersal of Affordable Units, Timing and Location. The alternative parcel, when compared to the site it is intended to replace, maintains the overall balance of providing Authority Housing Lots with access to transit, proximity to parks and other public amenities and that are dispersed throughout the Project Site, integrates the Affordable Housing Units and the Market Rate Units, and generally maintains the timing and proportionality



of Market Rate Lots and Authority Housing Lots relative to the Phasing Plan and the Schedule of Performance.

(6) Site Conditions. The proposed substitution or change should not result in a parcel that is more difficult or expensive to develop (i.e., sites that include the need for extensive retaining walls, subsurface improvements, ongoing monitoring responsibilities, or that cannot accommodate the contemplated parking or common areas).

(7) TIHDI Approval. If the proposed substitution or change is to an Authority Housing Lot that TIDA has designated for development by TIHDI, then TIDA will consult with TIHDI and take into account any reasonable objections raised by TIHDI.

(8) Other Matters. TIDA may consider such additional or unique matters as may arise during the course of the development of the Project.

## 2.7 Transfer of Authority Housing Lots.

(a) Retention of Authority Housing Lots. In the event that TIDA elects to retain the Authority Housing Lots it is anticipated that boundary corrections to the Authority Housing Lots and the Market Rate Lots will be required, and therefore the Parties agree to consummate such real property exchanges as may be required to correct the boundary lines promptly following Developer's Completion of the Pre-Sale Infrastructure on the Authority Housing Lots within each Sub-Phase. Within thirty (30) days after the Authority Housing Lot Completion Date, or such earlier or later date as may be agreed to by the Parties, TIDA and Developer shall execute and deliver any and all documents necessary for TIDA to own fee title to the Authority Housing Lots and for Developer to own fee title to the Market Rate Lots (including but not limited to any boundary adjustments, as needed).

(b) Transfer of Authority Housing Lots. In the event that TIDA transfers the Authority Housing Lots to Developer at the time of the Sub-Phase conveyance, Developer shall convey back to TIDA and TIDA shall accept Developer's interest in the Authority Housing Lots within sixty (60) days following the Completion of the Pre-Sale Infrastructure for the Authority Housing Lots (subject to Developer's delivery of the Authority Housing Lot in the physical and legal condition required under the DDA and this Housing Plan). Not less than ninety (90) days before the Authority Housing Lot Completion Date, Developer shall give TIDA notice of the availability of the Authority Housing Lot and shall include with such notice a preliminary title report for the Authority Housing Lot from a title insurance company approved by Developer and TIDA. TIDA shall, within thirty (30) days of receipt of notice of the availability of the Authority Housing Lot, notify Developer of any title exceptions listed on the title report that are not Approved Title Exceptions (the "Title Notice"). Developer shall execute and deliver to TIDA, within thirty (30) days following receipt of the Title Notice (but in no event earlier than the Authority Housing Lot Completion Date), an Affordable Housing Deed conveying all of Developer's right, title and interest in the Authority Housing Lot to TIDA subject only to the Approved Title Exceptions. Developer shall remove any title exception listed in the Title Notice that was caused by Developer or its Affiliates (or their respective agents or contractors) that is not an Approved Title Exception within this thirty (30)



day period, or such additional period as may be needed up to ninety (90) days. Upon TIDA's acceptance, TIDA shall record the Affordable Housing Deed.

## 2.8 Completion of Authority Housing Lots.

(a) Subject to the terms of the DDA, Developer shall Complete the Pre-Sale Infrastructure for the Authority Housing Lots as set forth in the Schedule of Performance and the applicable Sub-Phase Approval, and Developer shall Complete the Post-Sale Infrastructure or pay the Post-Infrastructure Liquidation Amount as set forth in subsections (d) or (e) below. The Parties understand and agree that the Pre-Sale Infrastructure on the Authority Housing Lots and the Market Rate Lots within a Sub-Phase shall be Completed at or around the same time, subject to variations as set forth in the applicable Sub-Phase Approval and the Phasing Plan.

(b) Developer and the TIDA agree to work together and keep the other informed as to the expected dates for the Completion of Pre-Sale and Post-Sale Infrastructure, the Authority Housing Lot Completion Date, the status of any pending tax credit applications, the closing date for the transfer of Market Rate Lots to Vertical Developers, the expected date for the Commencement of Market Rate Projects and Authority Housing Projects, and the expected payment date for the Developer Housing Subsidies. Without limiting the foregoing, Developer shall use good faith efforts to notify TIDA approximately six (6) months before the anticipated date of the Authority Housing Lot Completion Date.

(c) Not less than ninety (90) days before the Authority Housing Lot Completion Date, Developer shall give TIDA notice of the availability of the Authority Housing Lot and include with such notice a parcel map showing the Authority Housing Lot (and, if applicable, a preliminary title report as set forth in Section 2.7(b) of this Housing Plan).

(d) The Parties intend that Post-Sale Infrastructure on the Authority Housing Lots will be completed by Developer in coordination with the development of the Authority Housing Project on the Authority Housing Lot. Developer's obligation to Complete the Post-Sale Infrastructure will be secured by the Base Security and the Sub-Phase Security as set forth in the DDA, and TIDA shall provide Developer with all access needed to Complete the Post-Sale Infrastructure on the Authority Housing Lots. Developer shall coordinate the construction of the Post-Sale Infrastructure with the construction of the Authority Housing Project to ensure that (i) the Post-Sale Infrastructure is Completed on or before the Completion of the Authority Housing Project; and (ii) Developer's work does not interfere with or obstruct the Qualified Housing Developer's work during such construction to the maximum extent feasible. Notwithstanding the foregoing, if Developer has Completed all of the Pre-Sale Infrastructure in a Sub-Phase and has Commenced the Post-Sale Infrastructure on all of the Market Rate Lots in the Sub-Phase, then Developer shall have the right to Complete the Post-Sale Infrastructure on all of the remaining Authority Housing Lots in that Sub-Phase even though development of the applicable Authority Housing Projects has not yet Commenced. Developer may exercise such right by providing to TIDA not less than ninety (90) days notice of its intent to Commence the Post-Sale Infrastructure, and such right shall accrue unless (i) TIDA objects within thirty (30) days following TIDA's receipt of Developer's notice, and (ii) the Parties agree, within ninety (90) days following TIDA's objection, to a payment amount equal to the



anticipated cost of Completing the Post-Sale Infrastructure on the remaining Authority Housing Lots (the "Post-Sale Infrastructure Liquidation Amount"). The Parties shall meet and confer in good faith during the 90-day period (or such longer period as may be agreed to by the Parties) to reach agreement on the Post-Sale Infrastructure Liquidation Amount. Developer shall provide its estimate of such costs, together with reasonable backup documentation, based upon the Post-Sale Infrastructure Completed by Developer to date in that Sub-Phase. If the Parties are able to reach agreement on the Post-Sale Infrastructure Liquidation Amount, then Developer shall promptly pay this sum to TIDA and shall no longer have any obligation to Complete the Post-Sale Infrastructure on the applicable Authority Housing Lots. Upon receipt, TIDA shall contribute the Post-Sale Infrastructure Liquidation Amount to the applicable Authority Housing Projects for Completion of the Post-Sale Infrastructure and for no other purpose. If the Parties are not able to reach agreement on the Post-Sale Infrastructure Liquidation Amount within the time frame set forth above, then Developer shall have the right to Complete the Post-Sale Infrastructure on the Authority Housing Lots notwithstanding TIDA's failure to Commence the applicable Authority Housing Projects.

(e) Developer shall also have the right to request at any time following the Completion of the Pre-Sale Infrastructure for an Authority Housing Lot the right to pay the Post-Sale Infrastructure Liquidation Amount in lieu of the obligation to Complete the Post-Sale Infrastructure for such Authority Housing Lot. If the Parties are able to agree upon the Post-Sale Infrastructure Liquidation Amount as set forth in subsection (d) above, then Developer shall pay this amount to TIDA at such time and thereafter be relieved of the obligation to Complete the applicable Post-Sale Infrastructure. TIDA shall use such funds for the Post-Sale Infrastructure, and for no other purpose, as set forth in subsection (d) above.

(f) If Developer has Completed all of the Pre-Sale Infrastructure in a Sub-Phase and has Commenced the Post-Sale Infrastructure on all of the Market Rate Lots in the Sub-Phase, and Developer has not yet begun the Post-Sale Infrastructure or paid the Post-Sale Infrastructure Liquidation Amount for one or more of the Authority Housing Lots in that Sub-Phase, then TIDA shall have the right, by giving Developer at least ninety (90) days notice, to require Developer to Complete the Post-Sale Infrastructure on the Authority Housing Lots in that Sub-Phase in accordance with the DDA and the Redevelopment Requirements. Developer shall Commence the Post-Sale Infrastructure within ninety (90) days following TIDA's notice and diligently prosecute the same to Completion, in accordance with the DDA and the Redevelopment Requirements (and in a time frame generally consistent with the Completion of the Post-Sale Infrastructure on the Market Rate Lots but in no event later than 12 months following the date of Commencement of the Post-Sale Infrastructure). TIDA shall accept all Post-Sale Infrastructure in accordance with the process and procedures set forth in the DDA and the Treasure Island Subdivision Code for the acceptance of public infrastructure.

(g) If TIDA transfers the Authority Housing Lots to Developer as part of a Sub-Phase conveyance, Developer shall take such actions as may be reasonably requested by TIDA (including the early transfer of the applicable real property or entering into binding agreements for the transfer of the real property) to provide evidence of site control for TIDA, TIHDI or a Qualified Housing Developer or as otherwise may be needed in connection with any financing application for an Authority Housing Lot, provided that Developer shall assume no liability relating to any such application or the failure to obtain financing.



## 2.9 Maintenance of Affordable Housing Lots.

Following Completion and conveyance to TIDA, TIDA shall maintain or cause to be maintained the Authority Housing Lots in a safe and orderly condition free from debris and unsightly vegetation.

## 3. AFFORDABLE HOUSING DEVELOPMENT

### 3.1 TIDA Development of Authority Housing Units.

(a) TIDA may construct or cause to be constructed by Qualified Housing Developers or TIHDI up to Two Thousand One Hundred Five (2,105) Authority Housing Units on the Authority Housing Lots (or 26.3% of the maximum build-out of the Project Area with Eight Thousand (8,000) Residential Units). The mix of For-Sale and For-Rent Residential Units, the size of the Authority Housing Units, whether the Authority Housing Units are senior or family units and the allocations of Authority Housing Units among affordability levels shall be determined by TIDA in the exercise of its sole and absolute discretion in accordance with applicable State law, including the CCRL Replacement Housing Obligation, provided that TIDA shall ensure that (i) no fewer than six percent (6%) of all Residential Units developed in the Project Area are affordable to very low income households (defined in CCRL section 50105) as required by CCRL section 33413, and (ii) the Transition Rules and Regulations are properly implemented. Notwithstanding anything to the contrary set forth above, the Parties have agreed to the following to ensure that TIDA can satisfy the CCRL Replacement Housing Obligation:

(1) Developer shall not demolish any housing units on YBI until Developer has (i) obtained a Sub-Phase Approval for the first Sub-Phase that includes an Authority Housing Lot large enough to build not fewer than 55 Affordable Housing Units, the real property in that Sub-Phase is conveyed to Developer, Developer has Commenced the construction of Infrastructure in that Sub-Phase, and the Schedule of Performance requires that the Pre-Sale Infrastructure for the applicable Authority Housing Lot on Treasure Island will be Completed within twenty-four (24) months, or (ii) TIDA has approved an alternative means of meeting the CCRL Replacement Housing Obligation;

(2) Developer shall not have the right to rely on a Developer Extension or Economic Delay to extend the date of Completion of the Pre-Sale Infrastructure for the Authority Housing Lot designated for satisfaction of the CCRL Replacement Housing Obligation related to the demolition of the YBI units;

(3) Notwithstanding the five (5) year deferral on the payment of the Developer Housing Subsidy as set forth in Section 6.1 of this Housing Plan, TIDA shall have the right to all of the accrued Developer Housing Subsidy during such five (5) year period as and when needed to Complete the first Authority Housing Project (including, at TIDA's sole discretion, a smaller number of Authority Housing Units than contemplated on the Housing Map if TIDA elects to develop a smaller project);

(4) If TIDA reasonably believes that TIDA or TIHDI, as applicable, will not be able to complete the first Authority Housing Project in time to satisfy the



CCRL Replacement Housing Obligation for the demolished YBI housing units, the Parties shall designate Inclusionary Units as the required replacement housing, and the cost to Developer of any required decrease in the Affordable Housing Cost for any Inclusionary Unit will be credited against the next Developer Housing Subsidy payable by Developer. Developer shall include in the Vertical DDAs entered into before satisfaction of the CCRL Replacement Housing Obligation related to the demolition of the YBI units the ability for Developer to adjust the Affordable Housing Costs level for Inclusionary Units required in such Vertical DDA (and not yet Completed or sold to occupying households) in order to meet this requirement. Upon any such adjustment in the Affordable Housing Cost level for an Inclusionary Unit, Developer (or Vertical Developer, if applicable) shall provide evidence of the increased cost to Developer (or Vertical Developer) and the parties shall meet and confer in good faith to reach agreement on the amount of such cost. If the Parties are not able to agree on the cost within sixty (60) days, then either Party shall have the right to initiate arbitration to determine the cost in accordance with section \_\_\_ of the DDA;

(5) If TIDA is not able to satisfy the CCRL Replacement Housing Obligation for the demolished YBI housing units notwithstanding the agreement in clauses (1) through (4) above, then Developer shall be required, upon TIDA's request, to Complete the first Authority Housing Project on the Authority Housing Lot as needed to satisfy the CCRL Replacement Housing Obligation, provided (i) Developer shall be permitted to develop the Authority Housing Project with only as many Affordable Housing Units as may be required to satisfy the CCRL Replacement Housing Obligation but Developer may increase the number of Affordable Housing Units to the extent there is available Developer Housing Subsidy to Complete such larger project, and (ii) TIDA and Developer shall meet and confer in good faith to reach agreement on the number of additional Affordable Housing Units to be built and the cost of building such Affordable Housing Units. If the parties are not able to reach agreement on the number or cost of additional Affordable Housing Units to be built within sixty (60) days, and TIDA still wants Developer to Complete the Affordable Housing Units to satisfy the CCRL Replacement Housing Obligation, then Developer shall only be obligated to build the number of Affordable Housing Units needed to satisfy the CCRL Replacement Housing Obligation for the demolished YBI housing units and Developer shall retain and use existing or future Developer Housing Subsidy as needed to Complete the Authority Housing Project, and such Developer Housing Subsidy used by Developer shall no longer be due or payable to TIDA. If Developer constructs a smaller number of Residential Units than contemplated by the first Authority Housing Project, then Developer agrees to work with TIDA in good faith, at no additional cost to Developer, to position and minimize the footprint of Developer's project to allow TIDA to build additional Affordable Housing Units on the Authority Housing Lot if feasible; and

(6) With regard to any occupied housing on Treasure Island, Developer shall not have the right to demolish such housing until any Transitioning Households occupying that housing have moved to new or alternative housing in accordance with the Transition Housing Rules and Regulations.

(b) TIDA shall have the right to construct or cause the construction of the number of Authority Housing Units on an Authority Housing Lot as TIDA shall determine in its sole discretion, provided that such construction is not in excess of the 2,105 Authority Housing Units permitted by the Redevelopment Requirements (subject to the DDA provisions



allowing for a greater number of Authority Housing Units if certain conditions are met) and is supportable by the Infrastructure applicable to such Authority Housing Lot.

3.2 Authority Housing Project Design. On or before submission to the TIDA Board, TIDA or TIHDI, as applicable, shall submit proposed Schematic Design Drawings for each proposed Authority Housing Project to Developer for review and comment. Developer's review shall be reasonable and shall be limited to conformity with the Redevelopment Requirements. If Developer believes that any Design Drawings are not consistent with the Redevelopment Requirements, Developer shall provide a written statement of the inconsistencies and a statement of the changes needed in order to cause the Authority Housing Project to be consistent with the Redevelopment Requirements. Developer shall review and provide any comments within thirty (30) days of submission to Developer. Notwithstanding anything to the contrary above, TIDA shall have the right to approve or reject the Schematic Design Drawings notwithstanding any Developer objection, provided that the Schematic Design Drawings are consistent with the Redevelopment Requirements.

3.3 Uses of Authority Housing Lots. The Authority Housing Lots shall only be used for development of Authority Housing Units, provided that the Authority Housing Projects may contain Parking Spaces and ancillary uses such as child care, social services or related tenant-serving uses consistent with the Redevelopment Requirements. Ancillary neighborhood retail uses may only be developed on the Authority Housing Lots with the consent of the Developer. TIDA shall record restrictions on the Authority Housing Lots to ensure that the Affordable Housing Units remain affordable in accordance with the requirements of CCRL section 33334.3. TIDA shall record covenants on Transition Units that do not initially qualify as Affordable Housing Units (based on the income level of the applicable Transitioning Household) to make them Affordable Housing Units immediately upon the vacancy or departure of the initial Transitioning Household. TIDA will not subordinate its fee interest in the Authority Housing Lots to any financing lien; provided, however, the affordability restrictions may, in accordance with the requirements of CCRL section 33334.14 and in TIDA's sole discretion, be subordinated to construction and permanent financing related to the development of an Authority Housing Project.

3.4 Requirements for Authority Housing Projects. TIDA shall require all Qualified Housing Developers to comply with the applicable requirements of the DDA and this Housing Plan, including but not limited to the Redevelopment Requirements. Each Authority Housing Project will be developed under a lease disposition and development agreement approved by TIDA and similar in form to the Vertical DDA attached to the DDA.

#### 4. VERTICAL HOUSING PROGRAM

4.1 Unit Mix. Vertical Developers may develop up to Five Thousand Six Hundred (5,600) Market Rate Units in the Project Area. The Vertical DDAs for the Market Rate Projects will require a mix of For Sale and Rental Residential Units, provided that, at the time of Approval of each Major Phase, not less than ten percent (10%) of the Developer Residential Units designated to date shall be For Rent, subject to any deviations as may be agreed to by the TIDA Director in his or her discretion. Units shall be considered designated For Rent; (i) if located on a Lot that has not been transferred to a Vertical Developer, they are identified in an



Approved Housing Data Table as For Rent, and (ii) if located on a Lot that has been transferred to a Vertical Developer, the Vertical DDA for that Lot requires the Units be For Rent.

The Housing Data Table submitted with each Major Phase and Sub-Phase will provide the permitted number of Developer Residential Units, including the number of Inclusionary Units, per Market Rate Lot. The Housing Data Table shall also provide the breakout between the number of For-Rent and For-Sale Units. Developer may revise these numbers at any time before TIDA's Approval of a Vertical DDA and the corresponding transfer of a Market Rate Lot to a Vertical Developer, subject to the prior written Approval of TIDA in accordance with this Housing Plan and the DRDAP. The final number of Market Rate Units and Inclusionary Units, and the Affordability level of each Inclusionary Unit, will be included in each Vertical DDA and recorded against the Market Rate Lot before issuance of the first certificate of occupancy for the applicable Market Rate Project.

**4.2 Vertical DDA.** Each Vertical Developer of a Market Rate Lot shall enter into a Vertical DDA approved by TIDA before or in connection with the conveyance of the applicable real property to a Vertical Developer and before the start of development of that Residential Developable Lot. The Vertical DDA will be in the form required under section 4.1 of the DDA and shall specify, among other things (i) the maximum number of Market Rate Residential Units to be developed on the Residential Developable Lot, (ii) if applicable, the minimum number of Inclusionary Units to be developed on the Residential Developable Lot (consistent with Section 5.1(a) of this Housing Plan), (iii) if applicable, the Affordability level of each Inclusionary Unit (consistent with Section 5.1(a) of this Housing Plan), (iv) the maximum number of Parking Spaces that can be developed on the Residential Developable Lot, and (v) TIDA's right to approve the location of the Inclusionary Units before recordation of the Rental Inclusionary Restrictions or the Sale Inclusionary Restrictions as set forth in Section 5.1(e) of this Housing Plan.

**4.3 Vertical Developer Discretion.** Vertical Developers will have the flexibility to select the size and type of Residential Units, subject to the Redevelopment Requirements and the approved Vertical DDA. Vertical Developers may also adjust the number of Market Rate Residential Units so long as they do not exceed the maximum number of Market Rate Residential Units set forth in the Vertical DDA, provided, any such adjustment shall not change the Subsidy payment obligations of Developer as set forth in this Housing Plan.

## **5. INCLUSIONARY HOUSING REQUIREMENTS**

### **5.1 Inclusionary Housing Requirements.**

(a) **Development of Inclusionary Units.** Five percent (5%) of all Developer Residential Units shall be Inclusionary Units, with an average Affordable Housing Cost for the For-Sale Inclusionary Units Affordable to households with incomes not exceeding one hundred percent (100%) of Area Median Income and an Affordable Housing Cost for the For-Rent Inclusionary Units Affordable to households with incomes not exceeding sixty percent (60%) of Area Median Income (the "Inclusionary Obligation").



(b) Developer Flexibility. Developers shall not be required to include any Inclusionary Units within the Non-Inclusionary Projects. Developer shall have discretion to determine the exact number of Inclusionary Units to be developed on each Market Rate Lot and the Affordable Housing Cost and income qualification level of each Inclusionary Unit, provided that (i) the Housing Data Table to be provided with each Major Phase and Sub-Phase Application shall identify the location of the Market Rate Lots containing Inclusionary Units, the number of Inclusionary Units, and for Sub-Phase Applications only, the Affordable Housing Costs and income qualification levels for the Inclusionary Units (and whether they are For-Sale or Rental Inclusionary Units), and the Inclusionary Unit allocation shall be in accordance with the Approved Housing Data Table subject to any subsequent revisions Approved by TIDA as set forth in the DRDAP, (ii) the number of Inclusionary Units in each Market Rate Project, excluding the Non-Inclusionary Projects, shall range from five percent (5%) to no more than ten percent (10%) of the total For-Sale Units and to no more than twenty percent (20%) of the total For-Rent Units within that Market Rate Project (subject to TIDA's right to require a higher number of Inclusionary Units in a Market Rate Project if required following Developer's failure to meet an Inclusionary Milestone as set forth in subsection (c) below); and (iii) Developer can demonstrate that the Inclusionary Obligation has been or will be satisfied at each Inclusionary Milestone as set forth in Section 5.1(c) of this Housing Plan.

(c) Inclusionary Milestones. Developer shall demonstrate compliance with the Inclusionary Obligation at each Inclusionary Milestone, which are the dates of the conveyance to Vertical Developers of Market Rate Lots allowing for the development of (i) two thousand sixty five (2,065) Developer Residential Units, (ii) two thousand nine hundred fifty (2,950) Developer Residential Units, (iii) four thousand four hundred twenty (4,420) Developer Residential Units, and (iv) the last Residential Developable Lot (each, an "Inclusionary Milestone"). Developer shall demonstrate compliance with the Inclusionary Obligation at each Inclusionary Milestone by providing TIDA with executed Vertical DDAs stating the required number of Inclusionary Units and the required Affordable Housing Cost and income qualification levels for those units, as well as the maximum number of Developer Residential Units allowed in the Vertical DDAs. If for any reason, the number of Inclusionary Units is less than five percent (5%) or the average Affordable Housing Cost level is higher than one hundred percent (100%) of Area Median Income for the For Sale Units at any one of the Inclusionary Milestones, then TIDA may, in its discretion, delay Approval of the next Major Phase or Sub-Phase Application, as the case may be, until TIDA has Approved a plan prepared by Developer to achieve the required number of Inclusionary Units as soon as reasonably possible in light of market conditions but in no event later than the next Inclusionary Milestone. As part of the Approved plan, TIDA may allow exceptions to the requirements in this Housing Plan, including, but not limited to an increase in the percentage of Inclusionary Units exceeding the maximum percentages set forth in Section 5.1(b) above, the inclusion of Inclusionary Units in Non-Inclusionary Projects, Affordable Housing Costs lower than the ranges set forth in 5.1(f), as needed in order to bring the Project into compliance with the Inclusionary Obligations within a reasonable period of time. TIDA may also require Developer to record Notices of Special Restrictions on Lots that are Completed but not yet sold to a Vertical Developer setting forth the required number of Inclusionary Units for such Lots. Developer's proposed plan for achieving the Inclusionary Housing obligation shall be presented to TIDA no later than thirty (30) days after the Inclusionary Milestone in which the Inclusionary Obligation was not met.



(d) Recordation of Inclusionary Restrictions. Developer shall impose the Inclusionary Obligation on each Vertical Developer of a Market Rate Lot excluding the Non-Inclusionary Projects. The obligation will be imposed in the Vertical DDA for the Market Rate Lot and shall include the following (i) the designated number and Affordable Housing Cost level of Inclusionary Units to be developed on that Market Rate Lot, (ii) whether the Market Rate Units (and thereby the Inclusionary Units) will be For Rent or For Sale and the minimum term of the Inclusionary Obligation, and (iii) specifying TIDA's right to approve the location of each Inclusionary Unit.

(e) Financing Inclusionary Units. Vertical Developers are responsible for financing the development of the Inclusionary Units included within their Market Rate Residential Projects and may access financing sources such as Four Percent (4%) Low Income Housing Tax Credits, Tax Exempt Bond proceeds and other sources of below market rate housing financing, to the extent the Market Rate Residential Project qualifies for such financing and such financing is available. TIDA has no obligation to provide any funding to Vertical Developers for the construction of Inclusionary Units or otherwise.

(f) Continued Affordability of Inclusionary Units. No later than the first rental or sale of an Inclusionary Unit, Vertical Developers will record against the Inclusionary Unit, as applicable, either (1) for For-Rent Units, the Declaration of Restrictions for Rental Inclusionary Units (the "Rental Inclusionary Restrictions"), or (2) for For-Sale Units, the Declaration of Restrictions for Sale Inclusionary Units, together with the Short Form Deed of Trust and Assignment of Rents, the Addendum to Deed of Trust and the Promissory Note secured by Deed of Trust (the "Sale Inclusionary Restrictions"). The Rental Inclusionary Restrictions shall remain in effect for fifty-five (55) years from the first rental of the Residential Unit, and the Sale Inclusionary Restrictions shall remain in effect for forty-five (45) years from the first sale of the Residential Unit, as more particularly described in each Declaration. Vertical Developers will, upon recordation, provide to TIDA a copy of the Rental Inclusionary Restrictions and the Sale Inclusionary Restrictions. Upon the sale of each For-Sale Inclusionary Unit, the Vertical Developer shall promptly provide to TIDA a copy of the recorded grant deed as well as the above recorded documents showing the date of recording and the document numbers. Sale Inclusionary Units shall be Affordable to households with incomes permitted by the specified Affordable Housing Cost for that Inclusionary Unit, which will range between eighty percent (80%) to one hundred twenty percent (120%) of the Area Median Income and will average no higher than one hundred percent (100%) at each Inclusionary Milestone.

(g) Comparability. The Inclusionary Units shall be intermixed and dispersed throughout the Project Site in locations approved by TIDA, and will be indistinguishable in exterior appearance from the Market Rate Units in the same Residential Project. The Inclusionary Units and the Market Rate Units in the same Residential Project with the same Household Size shall be substantially similar in size, type, amenities and overall quality of construction, but interior features need not be the same as those of the Market Rate Units as long as such features are of good quality and are consistent with the Redevelopment Requirements.

(h) Marketing and Operations Guidelines. A Vertical Developer may not market, rent or sell Inclusionary Units until TIDA has Approved the following for such



Inclusionary Units: (i) the marketing plan; (ii) conformity of the rental charges and purchase prices for such Inclusionary Units with this Housing Plan; (iii) conformity of purchase prices or rental charges for Parking Spaces with this Housing Plan; (iv) eligibility and income-qualifications of renters and purchasers (collectively "Marketing and Operations Guidelines"). The Marketing and Operating Guidelines shall conform to SFRA's Residential Inclusionary Housing Monitoring and Procedures Manual, a copy of which is attached hereto as Exhibit G, as amended to the extent such amendments are permitted under the Development Agreement. Vertical Developers shall submit the Marketing and Operations Guidelines to TIDA not later than ninety (90) days before the date Vertical Developer expects to begin marketing the Inclusionary Units. TIDA shall review and consider Approval of the Marketing and Operations Guidelines in accordance with the Vertical DDA and this Housing Plan.

(i) Homeowners' Association Assessments. The initial amount of contributions to a homeowners association required to be made by a purchaser of an Inclusionary Unit shall not be increased for a period of one year following the date that fifty one percent (51%) of all of the Units in the Residential Project have been sold to an owner/occupant, provided, however, any such provisions shall be subject to the approval of the California Department of Real Estate. Neither Developer nor any Vertical Developer shall be required to make any contribution to any homeowners' association to cover payment amounts that are due and owing by the purchasers of Inclusionary Units.

## 6. FINANCING OF AFFORDABLE HOUSING UNITS

### 6.1 Developer Housing Subsidy.

(a) Payment of Developer Housing Subsidy. The Developer Housing Subsidy shall accrue and be payable by Developer to TIDA upon each transfer of a Market Rate Lot to a Vertical Developer, including Developer and its Affiliates, provided that for transfers during the first five (5) years following the first Sub-Phase Approval, the Developer Housing Subsidy shall accrue but shall not be payable until the earlier of (i) the date that is five (5) years following the first Sub-Phase Approval, (ii) forty-five (45) days after TIDA provides notice that it requires all or a portion of the accrued Developer Housing Subsidy to fulfill the CCRL Replacement Housing Obligation, to develop TIHDI Affordable Housing Units, or to implement the Transition Housing Rules and Regulations, including predevelopment and administrative expenses as needed and (iii) an Event of Default by Developer. If TIDA requests payment pursuant to subsection (ii) above, Developer shall pay to TIDA the amount of the funds requested up to the accrued balance of the Developer Housing Subsidy. Developer may, before making any payment pursuant to subsection (ii) above, request evidence from TIDA verifying the amount requested is necessary for the purposes set forth in the request and that no other affordable housing funds are reasonably available to TIDA from the Project for such requested activity. The amount of the Developer Housing Subsidy shall be calculated in accordance with Section 1.22. Except as set forth above, the Developer Housing Subsidy shall be paid by Developer to TIDA at the closing for each transfer of a Market Rate Lot, and TIDA may condition its Approval of the transfer of a Market Rate Lot on receipt of the required Developer Housing Subsidy.



(b) Use of Developer Housing Subsidy. TIDA shall use the Developer Housing Subsidy for predevelopment and development expenses and administrative costs associated with the construction of the Authority Housing Projects on the Authority Housing Lots and for implementation of the Transition Housing Rules and Regulations, and for no other purpose. TIDA shall maintain reasonable books and records to account for all expenditures of the Developer Housing Subsidy, and make such books and records available to Developer upon request. Developer shall maintain reasonable books and records to account for all payments of the Developer Housing Subsidy, and shall make such books and records available to TIDA upon request.

6.2 Designated Tax Increment. Twenty Percent (20%) of the Tax Increment generated in the Project Area shall be deposited into a Low and Moderate Income Housing Fund controlled by TIDA in accordance with CCRL section 33334.2. All funds deposited into the Low and Moderate Income Housing Fund shall be used by TIDA for administrative, predevelopment and development costs associated with the construction of the Affordable Housing Units meeting the requirements of the CCRL on the Authority Housing Lots, and shall not be used to reimburse Developer for any of Developer's costs in Completing Pre-Sale or Post-Sale Infrastructure on the Authority Housing Lots. If during the term of the Redevelopment Plan, there is available Tax Increment from the development of the Project Area that is not required to pay for other Approved Project Costs in accordance with the Financing Plan, then TIDA may designate such available Tax Increment for use in funding the construction of Authority Housing Units on the Authority Housing Lots or other uses permitted under the Financing Plan.

6.3 Jobs-Housing Linkage Fees. The commercial development within the Project Area is anticipated to generate Jobs-Housing Linkage fees to be paid into a housing fund held by TIDA in accordance with the DDA. TIDA shall use all fees payable under the Jobs-Housing Plan from the development of the Project Area for the development of Authority Housing Projects on the Authority Housing Lots and the implementation of the Transition Housing Rules and Regulations in accordance with this Housing Plan.

6.4 Affordable Housing Loan Fund. To facilitate the design and construction of the Affordable Housing Units and the implementation of the Transition Housing Rules and Regulations, Developer shall provide and make available to TIDA within thirty (30) days following the first Sub-Phase Approval a revolving loan fund in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) to be administered by TIDA or by a designee of TIDA Approved by Developer (the "Affordable Housing Loan Fund"). TIDA or its designee shall maintain the Affordable Housing Loan Fund in a segregated interest-bearing account, with interest earned to be retained in the account and added to the Affordable Housing Loan Fund. TIDA shall use the Affordable Housing Loan Fund for the Authority Housing Projects and for the implementation of the Transition Housing Rules and Regulations, including payment of administrative costs such as consultant costs and planning costs, to pay benefits to Transitioning Households and other related costs, and to pay construction costs for the Transition Housing Units. TIDA may also make loans to Qualified Housing Developers to aid their development activities, with such loans to be repaid when sufficient capital sources are available to finance the Authority Housing Projects. TIDA shall maintain books and records to account for all revenues and expenditures from the Affordable Housing Loan Fund and make all such records available to



Developer upon request. The amounts deposited in the Affordable Housing Loan Fund by the Developer shall be credited against all future payments of the Developer Housing Subsidy without interest until the credit is exhausted. Developer shall not be responsible for any loan losses, write-offs or any other diminution in the balance of the Affordable Housing Loan Fund and has no obligation to replenish the Affordable Housing Loan Fund once established. TIDA may choose at any time to use amounts in the Affordable Housing Loan Fund to directly pay for construction costs relating to the Authority Housing Units, and any remaining balance shall be used by TIDA to fund the construction of the Authority Housing Units.

## **7. VERTICAL DEVELOPMENT PARKING REQUIREMENTS**

7.1 Separation. All Parking Spaces constructed by Vertical Developers (not including TIDA, TIHDI or a Qualified Housing Developer) shall be “unbundled” (i.e., purchased or rented separately from a Unit within such Residential Project). For the Authority Housing Projects, TIDA, TIHDI or the Qualified Housing Developer shall have the right to bundle a Parking Space with an Authority Unit if required in connection with the financing of the Authority Housing Project. Vertical Developers shall have the sole discretion to determine whether Parking Spaces in a Market Rate Lot are available for rent or purchase, if parking is offered.

### **7.2 Parking Charge.**

(a) Market Rate and Inclusionary Units. The Vertical Developer of the Market Rate Lot will determine, in its sole discretion, the charge for Parking Spaces that are owned or developed by the Vertical Developer. The rental charge or purchase price for each Inclusionary Unit shall not include the Parking Charge, and the Parking Charge to a renter or purchaser of an Inclusionary Unit shall be the same as the Parking Charge charged to a renter or purchaser of a Market Rate Unit for a comparable Parking Space. Vertical Developers (and their successors) may not charge renters or purchasers of Inclusionary Units any fees, charges or costs, or impose rules, conditions or procedures on such renters or purchasers, that do not equally apply to all Market Rate renters or Purchasers.

(b) Authority Housing Units. In the event TIDA, TIHDI or a Qualified Housing Developer constructs Parking Spaces as part of or in connection with an Authority Housing Project, TIDA, TIHDI or the Qualified Housing Developer may set the Parking Charge for such Parking Spaces at its sole discretion and choose whether to include the Parking Charge as part of the calculation of Affordable Housing Costs.

7.3 Parking Ratio. The permitted parking ratio for Market Rate Lots and for Authority Housing Lots shall be one Parking Space per Residential Unit, and at no time during the development of the Project shall the parking ratio for Residential Units exceed one Parking Space for each Residential Unit. TIDA, TIHDI or a Qualified Housing Developer may elect to build Parking Spaces on the Authority Housing Lots and Vertical Developers may elect to build Parking Spaces on the Market Rate Lots. To the extent that Developer or Vertical Developer construct or cause to be constructed Parking Spaces in a central garage for use by multiple Residential Projects, Vertical Developers, TIDA, TIHDI or the Qualified Housing Developer may contract with the owner of such central garage to rent or purchase spaces in the garage for



use by residents of the Market Rate Projects and Authority Housing Projects; provided, however, that (i) the number of spaces constructed on the Market Rate Lots and the number of spaces constructed in a central garage and dedicated to the Market Rate Projects cannot exceed the number of Residential Units constructed on the Market Rate Lots, and (ii) the number of spaces constructed on the Authority Housing Lots and the number of spaces constructed in a central garage and dedicated to the Authority Housing Projects cannot exceed the number of residential units constructed on the Authority Housing Lots. If and to the extent TIDA (or TIHDI) does not wish to construct the full entitlement of Parking Spaces permitted on an Authority Housing Lot and does not wish to use this permitted entitlement on another Authority Housing Lot or on other TIDA property in the Project Site, then Developer shall have the right to use the unused parking entitlement within the Project Site for a Market Rate Lot subject to terms and conditions agreed upon by the Parties.

7.4 Inclusionary Parking Allotment. For each Market Rate Project containing Inclusionary Units, the number of Parking Spaces first offered to renters or purchasers of Inclusionary Units shall be equal to the number of Inclusionary Units in the Market Rate Project, divided by the number of Residential Units in the Market Rate Project, times the total number of Parking Spaces associated with the Market Rate Project. Allotments yielding a fractional number of Parking Spaces of less than 0.5 may be rounded downwards, while allotments of 0.5 or above shall be rounded upwards. The Parking Spaces reserved for Inclusionary Units must be first offered to Inclusionary Units. In the event that, after all Inclusionary Units have been offered an opportunity to rent or purchase the Parking Spaces in the Inclusionary Parking Allotment, there are Parking Spaces that have not been rented or sold, the Vertical Developer may sell or rent those Parking Spaces in any manner the Vertical Developer chooses.

7.5 Transit Passes. Residents of Market Rate Units and Inclusionary Units shall be required to purchase a Prepaid Transit Voucher, the cost of which shall not be included in determining the Affordable Housing Cost for the Inclusionary Unit. Residents of the Affordable Housing Units will not be charged for, nor will they receive, a Prepaid Transit Voucher, but they will have an opportunity to purchase a Transit Voucher at the same price as the price offered to other residents in the Project Area.

7.6 Congestion Pricing. As set forth in the Transportation Plan, all residents in the Project Area will be subject to Congestion Pricing and residents of Inclusionary Units and the Affordable Housing Units will not receive any discount or reduction in the Congestion Pricing.

## 8. TRANSITION HOUSING

8.1 Transition Housing Plan. TIDA has adopted Transition Housing Rules and Regulations to govern TIDA's obligations regarding the Transitioning Households, which rules shall not be amended in a manner that materially impacts Developer without Developer's Approval. The Transition Housing Rules and Regulations provide certain benefits to Transitioning Households, including the opportunity to occupy Transition Units in the Project Area, moving benefits and down payment assistance. Developer and TIDA have estimated the costs of implementing the Transition Housing Rules and Regulations and have included those costs as part of the Developer Housing Subsidy.



8.2 Transition Benefits. Under the Transition Housing Rules and Regulations, TIDA shall offer all Transitioning Households Transition Benefits (as defined in the Transition Housing Rules and Regulations). Transition Benefits include the opportunity to rent a unit on Treasure Island, the opportunity to purchase a newly constructed unit within the Project Area, or the opportunity to select an in lieu payment, as more particularly described in the Transition Housing Rules and Regulations.

8.3 No Damages. Nothing in this Housing Plan or the Transition Rules and Regulations gives any person or tenant, including any member of any Transitioning Household, the right to sue TIDA, TIHDI or Developer for damages of any kind, including but not limited to actual, incidental, consequential, special or punitive damages. The Parties have determined and agreed that (i) monetary damages are inappropriate, (ii) equitable remedies and remedies at law, including specific performance but excluding damages, are particularly appropriate remedies for enforcement of tenant rights under the Transition Rules and Regulations, (iii) the payment of damages would, if made, adversely impact the amount of Affordable Housing Units that could be developed on the Project Site, and (iv) TIDA, TIHDI and Developer would have not have made the commitments to tenants set forth in the Transition Rules and Regulations if it could subject them liability for damages as a result thereof. Accordingly, notwithstanding anything to the contrary set forth in this Housing Plan or the Transition Rules and Regulations, neither TIDA, TIHDI nor Developer shall be liable in damages to any person or tenant as a result of the failure to implement this Housing Plan or the Transition Rules and Regulations in any manner. The foregoing shall not limit any rights or remedies available to persons or tenants under applicable law, including CCRL.

#### 8.4 Implementation.

(a) Order; Costs. TIDA shall use good faith efforts to first transition households that are located on land to be transferred to the Developer as set forth in the Phasing Plan. Subject to the terms of this Housing Plan, TIDA shall be responsible for all costs associated with the implementation of the Transition Housing Rules and Regulations, including, to the extent applicable, payment of relocation benefits under the Uniform Relocation Act, if applicable, and California Government Code section 7260 et seq. and its implementing guidelines. The Parties understand and agree that all of the costs of implementing the Transition Housing Rules and Regulations shall be funded with the Developer Housing Subsidy or other Project-generated affordable housing funds, and implementation of the Transition Housing Rules and Regulations may be delayed until such time as there are sufficient Developer Housing Subsidy or other Project-generated affordable housing funds available.

(b) Construction. Except as set forth in this Housing Plan, TIDA shall be responsible for the construction of the units offered to Transitioning Households in accordance with the Transition Housing Rules and Regulations, including the obligation to construct sufficient units of the appropriate size based on the occupancy standards in the Transition Housing Rules and Regulations. To the extent Transitioning Households qualify for occupancy of Affordable Housing Units, Affordable Housing Units will be Transition Units as set forth in Section 3.3 above. For any Transition Unit that is not an Affordable Housing Unit at inception, each such Transition Unit will be deed restricted so that it will become an Affordable Housing Unit immediately upon the vacancy of the Transitioning Household. Without limiting



Developer's obligations under the DDA, Developer shall use good faith efforts to ensure that the Authority Housing Lots are Completed, and TIDA shall use good faith efforts thereafter to ensure that Authority Housing Projects are Completed for the Transitioning Households, at the times required for development of the Major Phases and Sub-Phases as contemplated in the DDA.

(c) Timing; Delay. Notwithstanding anything to the contrary in this Housing Plan, Developer shall not demolish any existing occupied residential unit on YBI or Treasure Island until the Transition Housing Rules and Regulations are complied with respect to such occupied residential unit and the Transitioning Household has received its Transition Benefits (receipt of Transition Benefits available for an Interim Move, as defined in the Transition Housing Rules and Regulations, will satisfy this obligation). In the event that Developer's construction of the Project is delayed as a result of TIDA's inability to implement the Transition Housing Rules and Regulations, the Parties agree to meet and confer in order to determine how best to proceed with the Project in the most efficient and cost-effective manner, provided that (i) TIDA and TIHDI shall have no liability to Developer for the failure to Complete any Transition Units on or before specified dates, and (ii) Developer shall have the right, but not the obligation, to offer Market Rate Units, and for income-qualifying Transitioning Households, Inclusionary Units, as may be needed in order to implement the Transition Housing Rules and Regulations and permit Developer to demolish existing units sooner than would otherwise be possible under this Housing Plan.

(d) Potential Developer Construction. TIDA may request that Developer construct the Transition Units on Authority Housing Lots in order to facilitate the implementation of the Transition Housing Rules and Regulations, provided TIDA shall not request that Developer construct any such Transition Units if such construction is not required for the development of Market Rate Units in an Approved Sub-Phase in accordance with this Housing Plan. If TIDA requests that Developer construct the Transition Units and the Developer agrees to perform such construction, the costs of such construction shall be a Project Cost and either (i) an advance payment of the Developer Housing Subsidy in an amount agreed to by the Parties or (ii) subject to such alternative financial arrangement as agreed to by the Parties.

(e) Potential Subsidy Advance. TIDA may also request from time to time that the Developer provide an advance of the Developer Housing Subsidy, in excess of the amounts deposited in the Affordable Housing Loan Fund and in excess of any payments required under Section 3.1 of this Housing Plan, if necessary to implement the Transition Housing Rules and Regulations, including the payment of reasonable administrative costs associated with the Transition Housing Rules and Regulations, the payment of benefits to Transitioning Households and costs associated with the construction of the Transition Units. Before requesting any advance of the Developer Housing Subsidy, TIDA shall first use any funds available in the Affordable Housing Loan Fund that have not been pledged for the construction of an Authority Housing Project that has already Commenced construction. Developer shall be required to advance the sums requested by TIDA for implementation of the Transition Housing Plan if the funds are necessary to provide benefits to Transitioning Households required to move in order for Developer to proceed with residential or commercial development in an Approved Sub-Phase, unless the Developer chooses to delay proceeding with that Sub-Phase if and as permitted by the Schedule of Performance and Excusable Delay provisions of the DDA and Transition



Benefits have not yet accrued to Transitioning Households. Developer shall not be obligated to fund any such requested advance if the funds are requested for Transitioning Households who could remain in their existing housing without interfering with Developer or Vertical Developer's construction in an Approved Sub-Phase.

**8.5 Premarketing Requirement.** The Vertical DDAs will require that all Vertical Developers of Market Rate Lots comply with the requirements of the Transition Housing Rules and Regulations to offer Transitioning Households and certain other Households that are former residents of NSTI, as more particularly described in the Transition Housing Rules and Regulations an opportunity to make an offer to purchase a new unit during a Premarketing Window of not less than 30 Days for any Sale Units in accordance with the requirements of the Transition Rules and Regulations. The Vertical Developer will be required to offer only one premarketing opportunity per Market Rate Project, prior to the marketing of the first Residential Units within that Project. In the event that TIDA has not Approved the Marketing and Operations Guidelines required under Section 5.1(h), Vertical Developers of Market Rate Lots may proceed with the premarketing and marketing of Market Rate Units, and will offer a one-time, separate Premarketing Window of thirty days for the Inclusionary Units following the Approval of the Marketing and Operations Guidelines.

TIDA will be responsible for maintaining the Premarketing Notice List and Transitioning Households and former residents of NSTI are exclusively responsible for updating their own contact information with TIDA. Vertical Developers will be obligated to provide TIDA with the required notice regarding the availability of new units and it shall be TIDA's responsibility to distribute such Notice to the Premarketing Notice List. Neither Developer nor Vertical Developers will be responsible for updating the Premarketing Notice List, verifying the accuracy of the information in the list, or for any errors or omissions in the list. TIDA's provision of notice to the address on the Premarketing Notice List will be conclusive evidence that the Households on the Premarketing Notice List were provided adequate and proper notice.

## **9. NON-APPLICABILITY OF COSTA HAWKINS ACT**

The Parties understand and agree that the Costa-Hawkins Rental Housing Act (California Civil Code sections 1954.50 et seq.; the "Costa-Hawkins Act") does not and in no way shall limit or otherwise affect the restriction of rental charges for the Affordable Housing Units or the Inclusionary Units developed pursuant to the DDA (including this Housing Plan). This DDA falls within an express exception to the Costa-Hawkins Act because the DDA is a contract with a public entity in consideration for a direct financial contribution and other forms of assistance specified in Chapter 4.3 (commencing with section 65915) of Division 1 of Title 7 of the California Government Code. Accordingly, Developer, on behalf of itself and all of its successors and assigns, including all Vertical Developers, agrees not to challenge, and expressly waives, now and forever, any and all rights to challenge, Developer's obligations set forth in this Housing Plan related to Inclusionary Units, under the Costa-Hawkins Act, as the same may be amended or supplanted from time to time. Developer shall include the following language, in substantially the following form, in all Vertical DDAs:



"The DDA (including the Housing Plan) implements the California Redevelopment Law, Cal. Health & Safety Code §§ 33000 et seq. ("CCRL") and includes regulatory concessions and significant public investment in the Project. The regulatory concessions and public investment include, without limitation, a direct financial contribution of net tax increment, the conveyance of real property without payment, and other forms of public assistance specified in California Government Code section 65915 et seq. These public contributions result in identifiable, financially sufficient and actual cost reductions for the benefit of Developer and Vertical Developers, as contemplated by California Government Code section 65915. In light of TIDA's authority under the CCRL and in consideration of the direct financial contribution and other forms of public assistance described above, the parties understand and agree that the Costa-Hawkins Act does not and shall not apply to the Inclusionary Units developed at the Project under the DDA."

The Parties understand and agree that TIDA would not be willing to enter into the DDA, without the agreement and waivers as set forth in this Article 9.

#### 10. MISCELLANEOUS

10.1 No Third Party Beneficiary. Except to the extent set forth in the DDA, there are no express or implied third party beneficiaries to this Housing Plan.

10.2 Severability. If any provision of this Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Housing Plan, the Parties shall promptly modify this Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefits to each of the Parties. In connection with the foregoing, the Parties shall develop an alternative of substantially equal, but not greater, cost and benefit to Developer and any applicable Vertical Developer so as to realize from the Project substantially the same (i) overall benefit (from a cost perspective) to the public and (ii) overall benefit to Developer and any applicable Vertical Developer.















## SECTION 2 :: T3 LAND USE

Table T3.c: Treasure Island Land Use Standards Table

Land Use	Residential	Mixed use	Open Space	Public/Civic	Institutional	Comments
Zone						
1. Dwelling Units	P	P				*Within any residential structures owned or controlled by the Treasure Island Homeless Development Initiative or its successor
2. Group Housing*	P	P				
3. Live/Work Units	P	P				
4. Senior or Assisted Living	P	P				
Retail Sales and Services						
5. Acupuncture, Acupressure, or Chiropractor Establishment	S†	P				*Not to exceed 10,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
6. Animal Services, Enclosed Building	S	S				*Not to exceed 2,500 SF, including any exterior space used for rental automobile storage, for any single tenant; †limited to ground floor only
7. Automobile Rental	P†	P		S		†limited to ground floor only
8. Automobile Services (Gas and Service Stations and Wash)	S†	S				*Not to exceed 15,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
9. Bars	S†	S				*Not to exceed 10,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
10. Beauty or Cosmetology Salon	P†	P				†limited to location on the first two floors, with direct entries from ground floor
11. Cafes, Delicatessens, and Bakeries	P†	P	S			†limited to location on the first two floors, with direct entries from ground floor
12. Farmer's Market	P	P	P	P		
13. Financial Service	S	P				
14. Financial Services (Limited)	S	P				
15. Full-service, Counter-service and Self-service Restaurants	P*	P	S			*Not to exceed 5,000 SF
16. Grocery Store	P†	P				*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
17. Healthclub, Open to Public		P	S*			*Special permit required if healthclub is greater than 15,000 SF; †limited to location on the first two floors, with direct entries from ground floor
18. Healthclub, Private Resident Accessory Use		P				
19. Home Occupation	P	P				
20. Tourist Hotel		P	S			
21. Indoor Recreation Areas, including gymnasiums, pool halls, skating, bowling, or fitness centers	P(S†)	P	S*	P		*Special permit required if facility is greater than 15,000 SF
22. Laundromat		P				
23. Dry Cleaning Facility	S†	P				†limited to ground floor only
24. Liquor Stores	S	S				*Special permit required if dry cleaning facility has an on-site plant; †limited to ground floor only



Table T3.c: (Continued)

Land Use	Residential	Mixed use	Open Space	Public/Civic	Comments	
					P = Permitted Use S = Special Permit Required * and/or † = See Comments	
25. Massage Establishments	S	S				
26. Offices, Professional, Medical, and Business	P†	P				*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
Pharmacy	S†	P				*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
27. Radio Broadcasting Facility						
28. Retail Sales and Services, Local-Serving	P†	P				*Not to exceed 15,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
29. Retail Sales and Services, Visitor		P	S			
30. Retail, Restaurants, Kiosks, Pushcarts, and other uses*	P	P	P			*Uses accessory to and supportive of recreation and open space uses, consistent with the Open Space Area standards and guidelines set forth in Chapter 1T
31. Walk-Up facilities	P†	P				†Limited to ground floor only
<b>Assembly and Entertainment</b>						
32. Amusement Enterprises		P				
33. Live Telecast and Filming		P				
34. Nighttime Entertainment		P(S†)				* Special Permit required if establishment operates after-hours (2-5am)
35. Recreation Buildings		P	P			
36. Theaters (movie or live performance)		P	S*			*Not to exceed 20,000 SF for any single tenant
<b>Institutional, Educational and Arts Activities</b>						
37. Arts activities in commercial, community, or live/work spaces	S	P	S			
38. Child care, family facility	P	P				
39. Child care, local serving facility	S†					
40. Community Clubhouse, Neighborhood Center, Community Cultural Center, or other community resource not publicly owned but open for public use.	S	P	S			*Not to exceed 15,000 SF for any single tenant; †limited to location on ground floor only
41. Institutional and Education Facilities, 15,000 S.F. or less	S	P	S	P		
42. Institutional and Education Facilities, more than 15,000 S.F.	S	S	P	P		
43. Mortuary		S				
44. Museums and Cultural Facilities		P	S	P		
45. Outpatient Medical Clinics		S				
46. Private Club						
47. Religious institutions	S*	P†	S			*Not to exceed 15,000 SF for any single tenant; †limited to location only above ground floor
48. Sailing school	S*	P	P			*Not to exceed 15,000 SF for any single tenant
49. Small residential/senior care facility licensed by the State	S*	S				*Not to exceed 15,000 SF for any single tenant



Table T3.c: (Continued)

Land Use	Residential	Mixed Use	Open Space	Public/Civic	Institutional	P = Permitted Use   S = Special Permit Required   * and/or † = See Comments	
						Zone	Comments
50. Social service/philanthropic enterprises	S*	S	S*			*Not to exceed 15,000 SF for any single tenant	
51. Vocational/Job Training Facility	S*	S		S		*Not to exceed 15,000 SF for any single tenant	
<b>Parking</b>							
52. Bicycle Storage	P	P	P	P		◊ Limited to the storage of private passenger automobiles belonging to Treasure Island residents, visitors, and workers, and meeting the siting and design requirements, car-share requirements, and otherwise complying with the provisions of Chapter 6T of this document	
53. Community garages ◊	P	P				◊ Off-street parking, either surface or structured, that is accessory to a permitted or special use, subject to the requirements of Chapter 6T of this document, in terms of location and quantity.	
54. Accessory Parking Facilities ◊	P	P	P	P		◊ Surface or structured	
55. Parking accessory to use of open space and sports fields ◊			P				
<b>Manufacturing and Processing/Industrial/Laboratory Uses</b>							
56. Life Sciences ◊		S				◊ Limited to administrative office and research and development facilities not requiring any additional regulatory approvals for emissions or hazards not otherwise required of general office use	
57. Laboratory ◊		S				◊ Limited to administrative office and research and development facilities not requiring any additional regulatory approvals for emissions or hazards not otherwise required of general office use	
58. PDR (Production, Distribution and Repair)		S					
59. Small scale food manufacturing and processing		S*	S*			*Not to exceed 20,000 SF for any single tenant;	
<b>Civic, Public, Open Space, and Public Service Uses</b>							
60. Ambulance		S		P			
61. Civic Use	S*	S	S	S	P	*Not to exceed 15,000 SF for any single tenant	
62. Community Recycling Collection Center		S	P	S			
63. Composting Facilities		P	P	P	P*		
64. Corporation Yard			P*	P*	P*	* Not to exceed 2 acres in size	
65. Fire/Police Stations		P	P	P	P		
66. Greenhouse or Plant Nursery ◊		P*	P			◊ For propagation of plants for landscaping, accessory to urban farm or for educational purposes; *permitted when attached to food production with retail establishment	
67. Hiking and Walking Trails	P	P*	P	P			
68. Library	P*	P*	P	P		*Not to exceed 20,000 SF	
69. Micro-Utilities	S	S	S	S			
70. Open lots or enclosed storage for public service use			S	S	P		
71. Open space Maintenance Facility			S	S			



## Treasure Island and Yerba Buena Island Design for Development

Table T3.c: (Continued)

Land Use	Residential	Mixed use	Open Space	Public/Civic	Institutional	Comments	
						Zone	P = Permitted Use S = Special Permit Required * and/or † = See Comments
72. Playground	P*	P	P	P	P		*See Open Space Chapter 1T for programming and size standards
73. Public Parks	P*	P	P	P	P		*See Open Space Chapter 1T for programming and size standards
74. Sports Fields			P	P	P		
75. Stormwater and Wastewater Treatment Wetlands			P	P	P		
76. Renewable Energy Generation Facilities, Building Integrated*	S	S	S				* Including, but not limited to, PV and wind power generation
77. Renewable Energy Generation Facilities, Distributed*			S				
78. Telecommunications Antennae and Equipment †	P	P	P	P	P		* Including, but not limited to, PV and wind power generation † See Building Design Chapter 5T for placement standards
79. Transit Facilities	P	P	P	P	P		
80. Urban Farm	P	P*	P	P	P		
81. Wastewater Treatment Plant and related facilities	S	S	S				*Permitted when associated with retail in Block B2
<b>Temporary Uses</b>							
82. Booths for charitable, patriotic, or welfare purposes	P*	P*	P*(S)	P*			*Use permitted for up to ninety (90) days during interim period, until ultimate development of land consistent with the Redevelopment Plan; after ultimate complete development, a Special Permit may be obtained for temporary uses in the Open Space Zone Only
83. Exhibitions, Festivals, Circuses, Concerts, or Neighborhood Carnivals	P*	P*	P*(S)	P*			
84. Open-air sales of agriculturally produced seasonal decorations including, but not necessarily limited to, Christmas trees and Halloween pumpkins	P*	P*	P*(S)	P*			
85. Meeting Rooms and Event Staging	P*	P*	P*(S)	P*			
86. Parking	P*	P*	P*(S)	P*			
87. Truck Parking and Loading	P*	P*	P*(S)	P*			
<b>Interim Uses</b>							
88. Rental or sales offices incidental to a given new development, provided that it be located in the development or a temporary structure	P*	P*	P*	P*			* Interim Uses of over ninety (90) days may be authorized for an initial time period, not to exceed five (5) years, to be determined by the Executive Director upon finding that the authorized uses will not impede the orderly development of the Development Plan Area as contemplated by the Redevelopment Plan; any interim use integral to the horizontal or vertical development of parcels within the Development Plan Area pursuant to a Disposition and Development Agreement will not require additional authorization for such use from the Executive Director Pursuant to this section; permitted interim uses within the Tidelands Trust Overlay Zone are subject to review for compliance with the Tidelands Trust and TIDA policies. Compliance will depend on factors specific to the proposed use, such as mix of uses, project design, any fill requirements, or whether the use is proposed within a National Register historic resource.
89. Structures and uses incidental to environmental cleanup and staging	P*	P*	P*	P*			
90. Temporary structures and uses incidental to the demolition or construction of a structure, building, infrastructure, group of buildings, or open space, including but not limited to staging of construction materials and equipment	P*	P*	P*	P*			
91. Storage	P*	P*	P*	P*			
92. Parking	P*	P*	P*	P*			
93. Truck Parking and Loading	P*	P*	P*	P*			



Treasure Island and Yerba Buena Island Design for Development

Table Y3.b: Yerba Buena Island Land Use Standards Table

Land Use	Zone				Comments
	Residential	Mixed use	Open Space	Public/Civic	
P = Permitted Use   S = Special Permit Required   * and/or † = See Comments					
Residential					
1. Dwelling Units	P	P			*Within any residential structures owned or controlled by the Treasure Island Homeless Development Initiative or its successor
2. Group Housing*	P	P			
3. Live/Work Units	P	P			
4. Senior or Assisted Living	P	P			
Retail Sales and Services					
5. Acupuncture, Acupressure, or Chiropractor Establishment	S†	P			*Not to exceed 10,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
6. Animal Services, Enclosed Building	S	S			*Not to exceed 2,500 SF for any single tenant; †limited to ground floor only
7. Automobile Rental	P†	P			†Limited to ground floor only
8. Automobile Services (Gas and Service Stations and Wash)	S†	S		S	*Not to exceed 15,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
9. Bars	S†	S			*Not to exceed 10,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
10. Beauty or Cosmetology Salon	P†	P			†Limited to location on the first two floors, with direct entries from ground floor
11. Cafes, Delicatessens, and Bakeries	P†	P	S		
12. Farmer's Market	P	P	P		
13. Financial Service	S	P		P	
14. Financial Services (Limited)	S	P			
15. Full-service, Counter-Service and Self-Service restaurants	P*	P	S		*Not to exceed 5,000 SF
16. Grocery Store	P†	P			*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
17. Healthclub, Open to Public		P	S*		*Special permit required if healthclub is greater than 15,000 SF; †limited to location on the first two floors, with direct entries from ground floor
18. Healthclub, Private Resident Accessory Use	P	P			
19. Home Occupation	P	P			
20. Tourist Hotel	P	P	S		
21. Indoor Recreation Areas, including Gymsnasiums, Pool Halls	P(S†)	P	S*	P	*Special permit required if facility is greater than 15,000 SF
22. Laundromat	S†	P			†Limited to ground floor only
23. Dry Cleaning Facility	P(S†)	P			*Special permit required if dry cleaning facility has an on-site plant; †limited to ground floor only
24. Liquor Stores	S	S			



Table Y3.b. (cont.)

Land Use	Residential	Mixed use	Open Space	Public/Civic	Comments	
					Zone	P = Permitted Use S = Special Permit Required * and/or † = See Comments
25. Massage Establishments	S	S				*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
26. Offices, Professional, Medical, and Business	P†	P				*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
27. Pharmacy	S†	P				*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
28. Radio Broadcasting Facility		S				*Not to exceed 15,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
29. Retail Sales and Services, Local-Serving	P†	P				*Uses accessory to and supportive of recreation and open space uses, consistent with the Open Space Area standards and guidelines set forth in Chapter 11
30. Retail Sales and Services, Visitor		P	S			†limited to ground floor only
31. Retail, Restaurants, Kiosks, Pushcarts, and other uses*		P	P			
32. Walk-Up facilities	P†	P				
<b>Assembly and Entertainment</b>						
Amusement Enterprises		P				
Live Telecast and Filming		P				
Nighttime Entertainment		P(S†)				* Special Permit required if establishment operates after-hours (2-6am)
Recreation Buildings		P	P			
Theaters (movie or live performance)		P	S*			*Not to exceed 20,000 SF for any single tenant
<b>Institutional, Educational and Arts Activities</b>						
Arts activities in commercial, community, or live/work spaces	S	P	S			
Child care, family facility	P	P				
Child care, local serving facility	S†					*Not to exceed 15,000 SF for any single tenant; †limited to location on ground floor only
Community Clubhouse, Neighborhood Center, Community Cultural Center, or other community resource not publicly owned but open for public use.	S	P	S			
Institutional and Education Facilities, 15,000 S.F. or less	S	S	P			
Institutional and Education Facilities, more than 15,000 S.F.		S	P			
Mortuary		S				
Museums and Cultural Facilities		P	S	P		
Outpatient Medical Clinics		S				
Private Club		P†				*Not to exceed 15,000 SF for any single tenant; †limited to location only above ground floor
Religious institutions	S*	S				*Not to exceed 15,000 SF for any single tenant



Treasure Island and Yerba Buena Island Design for Development

Table Y3.b: (cont.)

Land Use	Residential	Mixed use	Open Space	Public/Civic/Institutional	Comments	
					Zone	P = Permitted Use S = Special Permit Required * and/or † = See Comments
33. Sailing school		P	P			
34. Small residential/senior care facility licensed by the State	S*	S				*Not to exceed 15,000 SF for any single tenant
35. Social service/philanthropic enterprises	S*	S				*Not to exceed 15,000 SF for any single tenant
36. Vocational/Job Training Facility	S*	S	S*	S		*Not to exceed 15,000 SF for any single tenant
<b>Parking</b>						
37. Bicycle Storage	P	P	P	P		◊ Limited to the storage of private passenger automobiles belonging to Treasure Island residents, visitors, and workers, and meeting the siting and design requirements, car-share requirements, and otherwise complying with the provisions of Chapter 6T of this document
38. Community garages ◊	P	P				◊ Off-street parking, either surface or structured, that is accessory to a permitted or special use, subject to the requirements of Chapter 6T of this document, in terms of location and quantity.
39. Accessory Parking Facilities ◊	P	P		P		◊ Surface or structured
40. Parking accessory to use of open space and sports fields ◊			P			
<b>Civic, Public, Open Space, and Public Service Uses</b>						
41. Ambulance	S			P		
42. Civic Use	P		S	S		*Not to exceed 15,000 SF for any single tenant
43. Community Recycling Collection Center	S*	S	S	P		
44. Composting facilities			P	P*		* Not to exceed 2 acres in size
45. Corporation yard		P		P*		
46. Fire/police stations		P		P		◊ For propagation of plants for landscaping, accessory to urban farm or for educational purposes;
47. Greenhouse or plant nursery ◊		P*	P			*permitted when attached to food production with retail establishment
48. Hiking and Walking Trails	P	P	P	P		
49. Library	P*	P*	P	P		*Not to exceed 20,000 SF
50. Micro-Utilities	S	S	S	S		
51. Open lots or enclosed storage for public service use			S	P		
52. Open space maintenance facility			S	S		
53. Playground	P*	P	P	P		*See Open Space Chapter 1T for programming and size standards
54. Public Parks	P*	P	P	P		*See Open Space Chapter 1T for programming and size standards
55. Sports Fields		P	P	P		
56. Stormwater and wastewater treatment wetlands			P	P		
57. Sustainable energy generation facilities, Building Integrated	S	S	S	S		
58. Sustainable energy generation facilities, Distributed			S	S		



Table Y3.b: (cont.)

Land Use	Residential	Mixed use	Open Space	Public/Civic	Institutional	P = Permitted Use S = Special Permit Required * and/or † = See Comments	Comments
59. Telecommunications Antennae and equipment †	S	S	S	S	S		† See Building Design Chapter 5T for placement standards
60. Transit Facilities							
61. Urban Farm	P	P	P	P	P		* Permitted when associated with retail in Block B2
62. Wastewater treatment plant and related facilities	S	S	S				
<b>Temporary Uses</b>							
63. Booths for charitable, patriotic, or welfare purposes	P	P	P*(S)	P	P		† Use permitted for up to ninety (90) days during interim period, until ultimate development of land consistent with the Redevelopment Plan; after ultimate complete development, a Special Permit may be obtained for temporary uses in the Open Space Zone Only
64. Exhibitions, festivals, circuses, concerts, or neighborhood carnivals	P	P	P*(S)	P	P		
65. Open-air sales of agriculturally produced seasonal decorations including, but not necessarily limited to, Christmas trees and Halloween pumpkins	P	P	P*(S)	P	P		
66. Meeting Rooms and Event Staging	P	P	P*(S)	P	P		
67. Parking	P	P	P*(S)	P	P		
68. Truck parking and loading	P	P	P*(S)	P	P		
<b>Interim Uses</b>							
69. Rental or sales offices incidental to a given new development, provided that it be located in the development or a temporary structure	P	P	P	P	P		* Interim Uses of over ninety (90) days may be authorized for an initial time period, not to exceed five (5) years, to be determined by the Executive Director upon finding that the authorized uses will not impede the orderly development of the Development Plan Area as contemplated by the Redevelopment Plan; Any interim use integral to the horizontal or vertical development of parcels within the Development Plan Area pursuant to a Disposition and Development Agreement will not require additional authorization for such use from the Executive Director Pursuant to this section.
70. Structures and uses incidental to environmental cleanup and staging	P	P	P	P	P		
71. Temporary structures and uses incidental to the demolition or construction of a structure, building, infrastructure, group of buildings, or open space, including but not limited to staging of construction materials and equipment	P	P	P	P	P		
72. Storage	P	P	P	P	P		
73. Parking	P	P	P	P	P		
74. Truck parking and loading	P	P	P	P	P		







## TIDA

## FY 2011-12 Operations Salary Schedule

FY 2011-12- TIDA Operations Salaries & Fringes		TIDA Job Title	Annual Salary FY 11-12	Fringe Benefits	Total
Class#	Classification Title				
953	Deputy Director III	Director of Island Operations	\$168,537.00	\$39,068.00	\$207,605.00
4143	Principal Real Property Officer	Deputy Director Real Estate	\$126,334.00	\$33,839.00	\$160,173.00
4140	Real Property Officer	Project Manager	\$94,275.00	\$29,430.00	\$123,705.00
1823	Senior Administrative Analyst	Community Liaison	\$86,995.00	\$28,869.00	\$120,207.00
1823	Senior Administrative Analyst	Project Administrator	\$91,338.00	\$28,869.00	\$120,207.00
1820	Junior Administrative Analyst	Property Manager	\$78,910.00	\$28,869.00	\$107,779.00
9920	Public Service Aid	Receptionist/Admin Support	\$55,510.00	\$26,496.00	\$82,006.00
		TIDA Internship Program	\$25,000.00	\$1,000.00	\$26,000.00
<b>Grand Total</b>			<b>\$726,899.00</b>	<b>\$216,440.00</b>	<b>\$947,682.00</b>







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# **TREASURE ISLAND INFRASTRUCTURE PLAN – DRAFT**

**November 8, 2010**



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## 1. INTRODUCTION / PROJECT DESCRIPTION

### 1.1 Purpose

This Infrastructure Plan is an attachment to the Disposition and Development Agreement (DDA) between the Treasure Island Development Authority, a public body, corporate, and politic of the State of California, together with any successor public agency, (the Authority) and Treasure Island Community Development, a California limited liability corporation, together with its successors (Developer), and is an exhibit to the Interagency Cooperation Agreement (ICA) between the City and County of San Francisco (City) and the Authority. This Infrastructure Plan defines the Public Infrastructure for those portions of Naval Station Treasure Island (NSTI) that are being redeveloped pursuant to the DDA (the Development Plan Area). For the purposes of this report, "Treasure Island" will refer to both Treasure Island and Yerba Buena Island, collectively, and "TI" or "YBI" will be used when referring to a specific Island. Capitalized terms used but not otherwise defined shall have those meanings set forth in the DDA.

The overall Project description, location, and the nature of the Development within the Development Plan Area are described fully in the DDA. For convenience, a summary of land uses that will be served by the Infrastructure to be developed on Treasure Island is provided here. Not all of these uses are part of the Project, as some are existing uses to remain or be developed separately.

The definitions of development-related terms as defined in the DDA shall apply to this Infrastructure Plan.

### 1.2 Land Use Program for the Infrastructure Plan

The following land use table is used to determine infrastructure demands in this document only. These numbers do not represent the final land use program and may be adjusted in the future. Adjustments will not significantly change the utility demands.



LAND USE	LOCATION / DESCRIPTION	PROGRAM
Residential	Treasure Island	7,700 – 7,850 units
	Yerba Buena Island	150 - 300 units
	<b>Residential Totals</b>	<b>Up to 8,000 units</b>
Hotel	Treasure Island	450 rooms
	Yerba Buena Island	50 rooms
	<b>Hotel Totals</b>	<b>Up to 500 rooms</b>
Office	Treasure Island	<b>100,000 s.f.</b>
New Construction Retail	Neighborhood Serving	45,000 s.f.
	Other Retail	95,000 s.f.
	<b>New Construction Retail Totals</b>	<b>Up to 140,000 s.f.</b>
Adaptive Reuse*	Building 1	76,000 s.f.
	Building 2	85,000 s.f.
	Building 3	150,000 s.f.
	<b>Adaptive Reuse Totals</b>	<b>311,000 s.f.</b>
Parking Structures		2,479,750 s.f.
Open Space		300 acres
Miscellaneous Structures	YBI Historic / Open Space Structures	75,000 s.f.
Marina		400 slips
Community / Civic Facilities	Treasure Island School	105,000 s.f.
	Police/Fire	30,000 s.f.
	Misc. small community facilities	13,500 s.f.
	Pier 1 community center	35,000 s.f.
	TI Sailing Center	15,000 s.f.
	Museum	75,000 s.f.
	<b>Community / Civic Total</b>	<b>273,500 s.f.</b>
Job Corps		777,029 s.f.
Coast Guard Facility		Existing Square Feet to Remain
Utility Facilities	Wastewater Treatment Plant	10,000 s.f.
	Corporation Yard Buildings at Treatment Plant and Water Tanks	4,000 s.f.
	<b>Utility Facility Buildings Totals</b>	<b>14,000 s.f.</b>

\* Of this 311,000 SF total, 67,000 is proposed for retail use.



### **1.3 Infrastructure Plan Overview**

This Infrastructure Plan will govern the construction and development of Infrastructure in the Development Plan Area and of site work needed to support the Project. This Infrastructure Plan may be modified to the extent such additional Infrastructure is mutually agreed to by the Authority and the Developer consistent with the terms of the DDA and the ICA.

This Infrastructure Plan defines Infrastructure improvements to be provided by the Developer for the Development Plan Area, as well as off-site and on site work that may be provided to support development of the Development Plan Area by the San Francisco Public Utilities Commission (SFPUC). While some Infrastructure improvements to be provided by City Agencies and other governmental agencies are described, their inclusion herein is not intended to be inclusive of all improvements to be provided by City Agencies and other governmental agencies.

This Infrastructure Plan and the Treasure Island / Yerba Buena Island Subdivision Regulations (to be developed separately) will establish the design standards, criteria and specifications of Infrastructure in the Project, including streets, potable water, recycled water (including back-up firefighting source), supplementary bay water hydrants and fireboat manifolds for firefighting, joint trench, street lighting, street furniture, separated storm and sewer systems, storm water treatment features, open space parcels, and other Infrastructure. During subdivision processing and approval by the City, including the review and approval of subdivision improvement plans, the final design of Infrastructure will be consistent with this Infrastructure Plan.

This Infrastructure Plan focuses on the Infrastructure required to build the Project as described in the Project Environmental Impact Report (EIR). The EIR also includes a number of Project variants, which may or may not be implemented; these variants are also described, but are not required components of the Infrastructure.

### **1.4 Property Acquisition, Dedication, and Easements**

The Mapping, Street Vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements will occur through the Subdivision Map process in accordance with the Treasure Island / Yerba Buena Island Subdivision Code and Subdivision Regulations. Except as otherwise noted, all Infrastructure described in this Infrastructure Plan shall be constructed within

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the public right-of-way or dedicated easements to provide for access and maintenance of Infrastructure facilities. In the event property necessary to provide the rights-of-way or easements for construction of improvements shown herein cannot be acquired by the Authority or Developer, alternate Infrastructure designs will be submitted by the Developer for consideration by the City.

Public Service Easements will be allowed within the Project as may be necessary to service the Project. Utilities in these areas will be installed in accordance with the standards in this Infrastructure Plan and applicable City Regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access; however, such areas shall not be required to be dedicated as public right-of-ways or improved to public right-of-way standards.

### **1.5 Project Datum**

All elevations referred to herein are based on NAVD 88 datum.

### **1.6 Technical Memoranda**

The Technical Memorandum's that have been submitted separately to the City provide additional technical requirements for the each Infrastructure system. These Technical Memoranda form the basis of what will become the Major Phase Plans submitted with the Major Phase Applications. Approval of this Infrastructure Plan does not imply approval of the respective utility system Technical Memoranda. Refinements to the Technical Memoranda are not anticipated to substantially change the descriptions in the Infrastructure Plan. Revisions to the Infrastructure Plan based on the changes to the Technical Memoranda will be made upon mutual agreement between the Authority, City, and the Developer.

### **1.7 Conformance with EIR & Entitlements**

This Infrastructure Plan has been developed to be consistent with Project mitigation measures required by the Environmental Impact Report (EIR) and other entitlement documents. Regardless of the status of their inclusion in this Infrastructure Plan, all mitigation measures of the EIR shall apply to the Project.



### **1.8 Project Phasing**

It is anticipated that the Project will be developed in 4 or 5 Major Phases. Each Major Phase will be further divided into Sub-Phases. The Developer would submit an application for the development of each Major Phase. Major Phase applications will include illustrative concept plans for utilities and transportation improvements within the Major Phase. Following a Major Phase application, the Developer may submit applications for one or more Sub-Phases, which would include construction documents for utilities and transportation improvements planned for the Sub-Phase and shall correspond to improvements to be provided with the applicable subdivision map.

### **1.9 Phases of Infrastructure Construction**

The infrastructure improvements for Treasure Island will be constructed in phases in accordance with approved Major Phase and Sub-Phase applications.

Each phase of infrastructure construction will provide the new infrastructure necessary to serve the associated Sub- Phases. The amount of the existing infrastructure systems replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing infrastructure systems as close to the edge of the new Sub-Phase as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Islands. Any existing land uses remaining during each Sub-Phase will continue to utilize the existing infrastructure systems with temporary connections to the new systems where required to maintain the existing service until the existing uses are demolished. The Authority or the City will be responsible for maintenance of existing infrastructure facilities until demolished by the Developer. The City will be responsible for the new facilities once construction of the Sub-Phase or the new facility is complete and accepted by the City.







## 2. SUSTAINABILITY

[Sustainability concepts for the Project to be added]







### 3. ENVIRONMENTAL REMEDIATION

#### 3.1 Background

NSTI was selected for closure under the Base Closure and Realignment ("BRAC") program in 1993, and was subsequently decommissioned in 1997 following a base wide environmental baseline survey ("EBS") completed in 1994, which was required as part of the BRAC program. The EBS is a broad evaluation of all known and suspected hazardous materials that were handled, stored, or potentially released into the environment from base operations. The results of the EBS confirmed that portions of the Development Plan Area contain soil and groundwater that have been impacted by hazardous materials.

Since first identified for base closure, a substantial amount of work has been performed by the Navy regarding the identification and cleanup of subsurface contamination. A Finding of Suitability for Transfer (FOST) has been completed for approximately 170 acres of the former naval base. The Navy is continuing to conduct remedial actions, the goal of which is to eliminate the contamination, reduce it to acceptable levels, or, if residual contamination is left in place, to limit exposure pathways that may pose a risk to human health and the environment. The Navy's remedial activities fall under six programs:

- The Installation Restoration (IR) Program, which consists of the CERCLA Program and the Petroleum Program. The vast majority of the remedial activities conducted by the Navy fall within this category
- Inactive Fuel Pipeline Sites
- The PCB Program
- The Radiological Program
- The Lead-Based Paint Program
- The Asbestos-Containing Materials Program

Descriptions of these programs can be found in the EIR for the Project and in the Navy's Site Management Plan, which is currently published annually.

#### 3.2 Status of Land at Transfer from Navy to TIDA

The Navy will transfer NSTI to the Authority, under the terms of an Economic Development Conveyance Agreement ("EDC Agreement"). The EDC Agreement contemplates that the Navy



would satisfy all applicable statutory and regulatory requirements for its remediation responsibilities under the above listed programs, and issue a FOST, or multiple FOSTs, prior to conveyance of the property in phases.

Sites will be transferred from the Navy to the Authority as FOSTs are issued; The Authority will subsequently transfer the land in phases to the Developer, in accordance with the terms of the DDA.

### 3.3 Developer Obligations

The Developer will be responsible for completing any additional remediation work required after the Navy's completion of its obligations in accordance with applicable regulatory requirements.

Generally, the following types of additional work are currently anticipated:

- *Removal of any Hazardous Building Materials.* Where the Project requires demolition or renovation of structures containing hazardous building materials such as lead-based paint or asbestos, additional response actions would be required.
- *Land Preparation to Allow for the Intended Reuse.* The remedial actions performed by the Navy may not be sufficient for the proposed land use planned for the Project. The Developer will be responsible for the additional remedial actions required.
- *Compliance with, Alteration, or Removal of a Land Use Covenant.* There may be areas where land use controls on the property are imposed by covenant as part of the Navy's remediation process, and such land use controls are inconsistent with the final reuse. For these areas, the Developer and the Authority will need to obtain approval for the proposed land use from the appropriate regulatory agencies.

### 3.4 Potential Additional Scope of Work

While the EDC Agreement presumes that all sites will be transferred by the Navy to the Authority following a FOST, the EDC Agreement does allow the Navy and the Authority to enter into negotiations for an Early Transfer (also known as a Finding of Suitability for Early Transfer, or FOSET) for any individual parcel. A FOSET documents the remediation that has not been completed at the time of transfer and the protections to human health and the environment that will be implemented until all action necessary to protect human health and the environment have been taken. Under a FOSET, the Navy would not complete the full remediation prior to transfer and the Authority and Navy would coordinate to complete the remediation in accordance with applicable regulatory requirements.



In addition, the EDC Agreement also provides an election for the Navy and the Authority to enter into a Lease in Furtherance of Conveyance ("LIFOC") for any parcel. In this case, the Navy would continue to retain responsibility for environmental remediation, unless the Navy and the Authority were to agree otherwise, and the land would be leased from the Navy to the Authority until such time that a FOST was issued and land was suitable for transfer.

In the event of either a FOSET or a LIFOC where the Authority assumed some of the Navy's remediation responsibilities, the Authority and Developer would meet and confer to discuss which of those responsibilities, if any, would be carried out by Developer.







#### 4. DEMOLITION AND DECONSTRUCTION

##### 4.1 Scope of Demolition

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features. This includes all non-historic buildings not intended for long-term reuse, site structures (retaining walls, utility buildings), streets and pavements, existing utilities, and landscape elements that are unable to be included in the proposed design.

The buildings to be demolished or deconstructed are primarily of wood and concrete construction were formerly used for administration, storage, classrooms, shops, dormitories, housing and a variety of other purposes. To the extent practical, existing structures will be "deconstructed", allowing for maximum re-use of materials. The feasibility of materials reused or recycled may be limited by the requirements for abatement of hazardous materials and the potential value of the recycled material.

Building demolition and deconstruction will start with the abatement of hazardous materials including lead paint, asbestos and other materials identified as part of a building survey. Hazardous materials will be removed pursuant to a work plan agreed to by the Developer, the Authority, Federal, State, and local regulators. In addition to hazardous material removal, appropriate methods of vector control will be used to mitigate any possible vermin infestations from the existing buildings.

In addition to the demolition and deconstruction of structures as addressed above, all existing pavements, underground utilities, and overhead utilities in the demolition and deconstruction areas will be removed or relocated (permanently or temporarily). Where feasible, concrete and asphalt pavements will be recycled and used on site or made available for use elsewhere. This could be accomplished by setting up a concrete/asphalt crushing plant operation on TI. The location of the plant will consider the need for efficiency throughout the construction phases and of the need to minimize the impact on existing residents and business. The recycled concrete/asphalt materials will be allowed for pavement and structural slab sub-base material, utility trench backfill, and, where feasible, concrete and asphalt mixes, as approved by the City.



Utility materials, primarily metals, will be recycled as feasible. Where transite pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

As part of a standard vegetation grubbing and clearing operation, trees and other plant materials will be protected in place, relocated, or removed as needed from future grading areas. All trees and plants to be removed will be recycled by composting for on-site uses associated with replanting and erosion control to the extent feasible.

#### **4.2 Phases of Demolition/Deconstruction**

The demolition will occur in phases to match the Sub-Phases of the Project. The amount of demolition will be the minimum necessary for the Sub-Phase. The demolition of smaller areas will allow the existing utility services, vehicular access areas, and vegetation to remain in place as long as possible in order to reduce disruption of existing uses on the Islands.

#### **4.3 Major Phase Demolition Plan**

The Developer will prepare a Major Phase Demolition Plan in coordination with the Authority. The Major Phase Demolition Plan will be submitted with the Major Phase Application. This Plan will include items such as:

- Hazardous material plan in conformance with the appropriate State and Federal regulations
- A list of potentially recyclable materials
- Potential locations of a asphalt/concrete recycle plants
- An approximate phasing schedule to show which areas of the site will be demolished by Sub-Phase.



## 5. SEA LEVEL RISE AND ADAPTIVE MANAGEMENT STRATEGY

### 5.1 Sea Level Rise (SLR)

The State of California's 2009 Draft Climate Adaptation Strategy Report includes guidance to State agencies addressing climate change adaptation. In addition, BCDC has proposed Bay Plan amendment language, which includes guidance for addressing future SLR scenarios associated with planning and permitting development in potentially susceptible areas. Both recommend using the following SLR forecast for planning purposes:

- 16 inches by 2050
- 55 inches by 2100

SLR has the potential to increase flooding along shoreline areas as the 100-year high tide (Base Flood Elevation) increases over time. The Project will be built to protect against a reasonable amount of SLR and designed to accommodate higher SLR through an Adaptive Management approach that allows the Project infrastructure to be adjusted over time in response.

### 5.2 Adaptive Management Approach

Because the actual rate of future SLR is uncertain, the Adaptive Management approach will embrace a pro-active adaptive management strategy that can respond to changes that will come about in the future as a result of additional scientific study and monitoring of SLR conditions.

The Adaptive Management plan will include four basic fundamentals:

1. Initial infrastructure designs to accommodate reasonable SLR scenarios
2. Infrastructure designs that can easily be adjusted in the future in response to actual SLR
3. Monitoring of scientific updates and actual SLR data
4. Funding mechanism to implement the necessary improvements

The following is a description of how the Project will implement these four basic fundamentals.

### 5.3 Initial Infrastructure Design

#### 5.3.1 Grading (refer to Section 7 for more detailed information)

The FEMA requirements for setting coastal flooding elevations include two components; 1) perimeter shoreline areas, and 2) inland areas. The flood elevations for the perimeter shoreline areas are dictated by the still water, 100-year tide elevation (Base Flood Elevation), plus the potential for wave run-up. The potential wave heights and geometry of the perimeter shoreline will dictate the horizontal extent of the area considered to be "shoreline". Because the inland



areas are protected from wave run-up by the perimeter shoreline, the flood elevations for the inland areas are dictated by the Base Flood Elevation (BFE) only.

Figure 5.1 shows the perimeter area and inland areas for Treasure Island. Descriptions of the different areas are as follows.

#### **5.3.1.1 Perimeter Protection**

The perimeter shoreline area of TI will function as a berm to protect the interior of Island from wave run-up. The height of the existing perimeter will be adjusted such that there is only a 1% chance of wave overtopping due to a combination of high tides, swell, wind waves, tsunami, and shoreline geometry. The elevation and types of perimeter protection designs will vary around the Island based on the orientation of the shoreline (i.e. wave heights) and the proposed adjacent land plan. The designs in each location will be based on the current tide conditions to meet the FEMA wave protection standards plus an additional 16-inches to accommodate the potential 2050 SLR estimates.

As described below, the proposed building areas on TI will be raised to accommodate 36-inches of potential SLR. Therefore the perimeter of the island will not be considered a levee under current BFE conditions, and would not be in the future unless more than 36-inches of SLR occur.

#### **5.3.1.2 Development Area Grading**

As described above, the perimeter designs will protect the development areas from wave run-up and therefore the designs for the interior development areas will be based on the BFE.

There are three different types of development areas located on TI; 1) proposed new building areas, 2) open space areas, and 3) remaining historic buildings and Job Corps. A description of the proposed grading for each of these conditions is as follows:

##### **5.3.1.2.1 Proposed Building Areas**

The finished floors and garage entrances for all new structures will be built a minimum of 42-inches above the current Base Flood Elevation (BFE). This will accommodate up to 36-inches of SLR while maintaining 6-inches of freeboard to the new structures.



### **5.3.1.2.2 Open Space Areas**

The minimum elevations for the open space areas will be built at the existing BFE. The lowest points in the open space areas may experience minimal amounts of rainwater ponding during large rainstorms occurring simultaneously with 100-year tides, depending on their locations and watershed area. The depth of rainwater ponding during these infrequent events will be minimal for the peak high tide duration (approximately 2 hours) and will drain once the tide subsides. As described below, the stormwater system will be constructed with tide gates at the outfall structures so bay water does not enter the on-site system during high tide events.

### **5.3.1.2.3 Historic Buildings, School Site, and Job Corps Structures to Remain**

Historic Buildings 1, 2, and 3, as well as the Job Corps buildings and School buildings will remain on TI. The existing finished floor elevations for these structures range from elevation 8.5 to 13.2. These finished floors as well as the ground adjacent to the buildings will not be raised as part of the Project. The new street improvements adjacent to these facilities will be constructed to grades of 12.0 to 15. The grade difference between the lower areas of the existing buildings and proposed improvements will be mitigated by grading transition areas or with low walls, ramps, stairs and/or planters. These improvements will be designed with grades to protect the lower finished floor areas from the current BFE plus 16-inches of SLR. Local storm drain systems will be installed for these lower areas with small pump stations to connect to the main systems within the streets.

### **5.3.2 Stormwater System (refer to Section 12 for more detailed information)**

The existing storm drainage collection system on Treasure Island will be replaced in phases that correspond to the Sub-Phases of the Project. The new stormwater system will be designed to accommodate current tide elevations and constructed with tide gates at the outfall structures so bay water does not enter the on-site system.



## **5.4 Infrastructure Adjustments for Future SLR**

### **5.4.1 Grading**

#### **5.4.1.1 Perimeter Protection**

As described above, the perimeter protection will be designed to accommodate up to 16-inches of SLR. The perimeter designs will also provide the ability to make future changes to the perimeter if more than 16-inches of SLR occurs and over topping of the perimeter becomes a nuisance or hazardous at some locations. The appropriate type of adjustments will be determined through the decision making framework described below. If more than 36-inches of SLR occurs, the perimeter area will need to be improved to FEMA levee standards.

#### **5.4.1.2 Development Area Grading**

##### **5.4.1.2.1 Proposed Building Areas**

As described above, the finished floors and garage entrances of the new structures will be set at elevations to accommodate up to 36-inches of SLR and maintain a 6-inch freeboard. SLR beyond 36-inches will require perimeter and stormwater system improvements to protect the structures.

##### **5.4.1.2.2 Open Space Areas**

As described above, the minimum grade in the open space areas will be the current BFE. Future SLR will increase the amount of rainwater ponding during high tides and larger rain events but will not impact the building areas. As described below, the pump stations added to the stormwater outfalls after 16-inches of SLR will reduce the ponding in the open space areas to levels and durations equal to the current BFE conditions described above.

##### **5.4.1.2.3 Historic Buildings, School Site, and Job Corps Structures to Remain**

As described above, the elevations of the historic building, school site buildings, and Job Corps structures will not be adjusted. Grading transitions and other improvements will be installed around the lower finished floor areas to protect these buildings from the current BFE with 16-inches of SLR. As described below, the pump stations added to the stormwater outfalls after 16-inches of SLR will continue to protect these structures from



flooding. Additional improvements may be required around these structures if the 100-year high tide becomes higher than the existing finished floors due to SLR.

A summary of the Adaptive Management approach for grading to accommodate SLR scenarios on TI is shown in Table 5.1.

#### **5.4.2 Stormwater System**

The new storm water system will also be designed to accommodate modifications in the future for SLR. Modifications will include the addition of pump stations near the development area outfalls to maintain flows during larger storms and high tide events. Details of the new stormwater system and outfalls are described in Section 12.

A summary of the stormwater system design criteria for current tides and potential SLR scenarios is shown in Table 5.2.

### **5.5 SLR Monitoring Program**

As part of the proposed Project, the Authority will create a monitoring program to review and synthesize SLR estimates prepared for San Francisco Bay by the National Oceanic Atmospheric Administration and/or a State agency. The Authority will also conduct a periodic review of scientific literature for updated SLR estimates.

#### **5.5.1 Decision-Making Framework**

If the data from the monitoring program demonstrate that SLR in San Francisco Bay has exceeded (or will soon exceed) the allowances designed for in the initial improvements, a range of additional improvements can be made to protect the island from flooding and periodic wave overtopping. Decisions on which improvements to make will be made by the Authority at the time improvements are required. The decision as to which solutions to implement would likely depend on a variety of factors, including, but not limited to;

- Consultation with the SFPUC and other local agencies
- Any new local, State, or Federal requirements about how to address SLR
- Available technology and industry best practices at the time
- Both the observed rate of actual SLR and updated estimates of future SLR.



### **5.5.2 Reporting Requirements**

The Authority will be responsible for periodically preparing a report on the progress of the adaptive management strategy. The report will be prepared no less than every 5 years, or more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program
- A review of any changes in the local, State, or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with any applicable new regulatory requirements
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified above in "Decision-making Framework" within the next 5 years
- A report of the funds collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

### **5.5.3 Funding Mechanism**

The Project's Financing Plan includes a mechanism to create project-generated funding that will be dedicated to paying for the flood protection improvements necessary to implement the Adaptive Management plan.

## **5.6 Yerba Buena Island**

Because of natural topography on YBI, the site grades for the proposed buildings, as well as the existing grades for the historic structures, are significantly above both the BFE and SLR allowances.



		Minimum Design Criteria		
Initial Infrastructure Design	Tide/SLR Condition	Perimeter Shoreline	Parks & Open Space	New Finished Floor
	Current Tide Condition	Accommodate current 1% chance of flooding + SLR(16-inches)	Minimum Elevation: Current 100-year high tide (ponding allowed during large rain and high tide events)	Minimum Elevation: Current 100-year high tide + SLR(36-inches) + 6-inches of freeboard
Infrastructure Adjustments for Future SLR	SLR Condition: up to 16-inches	No change needed	No change needed	No change needed
	SLR Condition: 16-inches to 36-inches	<i>Adaptive Management Strategy: adjust perimeter to address wave overtopping.</i>	No change needed	No change needed
		Accommodate 1% chance of flooding at that time + SLR (guidance at that time)		
	SLR Condition: greater than 36-inches	<i>Adaptive Management Strategy : implement modifications to perimeter protection zone when 100-year tide projection is greater than project's lowest finished floor.</i>	No change needed	No change needed
		Accommodate 1% chance of flooding at that time + SLR (guidance at that time)		

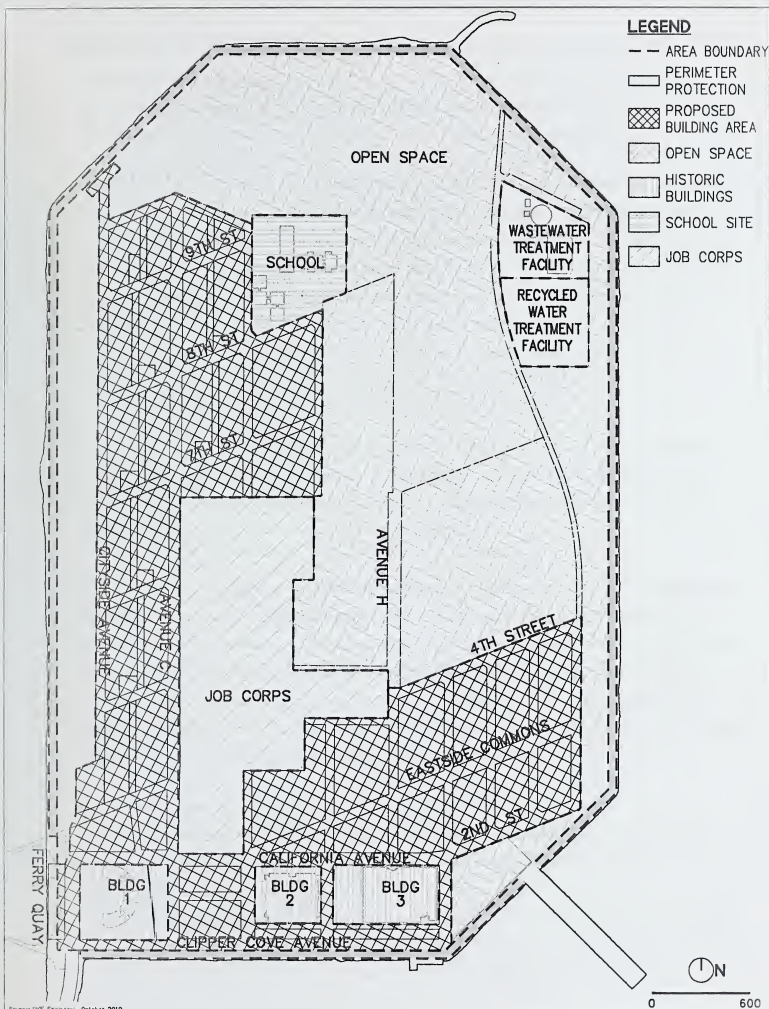
Table 5.1 – Adaptive Management Approach for Grading on TI



Table 5.2 – Adaptive Management Approach for Stormwater System on TI

Initial Infrastructure Design		Minimum Design Criteria	
Title/SLR Condition	Stormwater System	Stormwater System	
Current Tide Condition	5-year storm	Overland Flow	5 to 100-year storm
	Design Storm: 5-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): Generally 2-feet, no less than 1-foot Minimum Freeboard (parks/open space): Ponding allowed	Design Storm: 5 to 100-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): Allowed to flow in street Minimum Freeboard (parks/open space): Ponding allowed	
SLR Condition: up to 16-inches	Adaptive Management Strategy : reduce freeboard allowance	Adaptive Management Strategy : reduce freeboard allowance	
	Flow in Pines Design Storm: 5-year event Design Tide: Current 100-year high tide + SLR (16-inches) Minimum Freeboard (Streets): generally 8-inches, no ponding in the streets Minimum Freeboard (parks/open space): Ponding allowed	Overland Flow Design Storm: 5 to 100-year event Design Tide: Current 100-year high tide + SLR (16-inches) Minimum Freeboard (Streets): Allowed to flow in street Minimum Freeboard (parks/open space): Ponding allowed	
SLR Condition: 16-inches to 36-inches	Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.	Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.	
	Flow in Pines Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Generally 2-feet, no less than 1-foot Minimum Freeboard (parks/open space): Ponding allowed	Overland Flow Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street Minimum Freeboard (parks/open space): Ponding allowed	
SLR Condition: greater than 36-inches	Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.	Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.	
	Flow in Pines Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Generally 2-feet, no less than 1-foot Minimum Freeboard (parks/open space): Ponding allowed	Overland Flow Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street Minimum Freeboard (parks/open space): Ponding allowed	











## 6. GEOTECHNICAL CONDITIONS

The information presented in this chapter includes two sections, one on TI and one on YBI, as the two Islands present different geotechnical conditions and require different solutions.

The information presented on TI is based on the Engco "Geotechnical Conceptual Design Report, Treasure Island, San Francisco, CA" dated February 2009.. This report is based on a review of existing geotechnical data and preliminary geotechnical analyses conducted by ENGEO Incorporated in collaboration BKF Engineers, Moffat and Nichol, SMWM, SOM, and Treadwell & Rollo. The draft findings of the report were reviewed by an Independent Review Panel (IRP) composed of four world-renowned experts in geotechnical engineering:

Professor Izzat M. Idriss, PhD - University of California, Davis (Emeritus)  
Professor Raymond B. Seed, PhD - University of California, Berkeley  
Professor James K. Mitchell, PhD - Virginia Tech (Emeritus)  
Professor Ross W. Boulanger, PhD - University of California, Davis

The IRP evaluated the proposed alternative solutions for the geotechnical constraints involved in developing TI, and their input has been incorporated in the final geotechnical conceptual design report. In addition, review comments provided by URS Corporation on behalf of the City and County of San Francisco (CCSF) were incorporated in the report.

The section on YBI is based on the Engco "Geotechnical Conceptual Design Report, Yerba Buena Island, San Francisco, CA" dated November 2008, which includes a description of the existing conditions at YBI, a summary of the geological and geotechnical conditions at the site, and potential solutions for the geotechnical challenges that face the proposed development. The YBI report is based on a review of existing geotechnical data and a preliminary geotechnical reconnaissance conducted by ENGEO Incorporated. The intent of this report is to provide preliminary geotechnical guidance for project planning; it is not intended as a design document.

### 6.1 Treasure Island (TI)

TI was constructed in the late 1930s by placing approximately 30 million cubic yards of dredged sand fill over a sand shoal located north of YBI. From a geotechnical perspective, there are three primary issues for any new development at TI.

- Liquefaction/Settlement of Sand Layers. The combined thickness of the sand shoal and the dredged sand fill ranges from about 30 to 50 feet. These sands are at best medium dense and



are thus subject to liquefaction and settlement during earthquakes. Liquefaction is a phenomenon where saturated, cohesionless soil (such as sand) experiences a temporary reduction in strength during the cyclic loading of an earthquake. The result is immediate settlement and possibly lateral movement of the sand material.

- Settlement of Young Bay Mud. Beneath the sand layers is a layer of compressible young Bay Mud that ranges in thickness across the site from 20 to 120 feet. The rate of settlement of the young Bay Mud from the load of the dredged sand fill is now very small, but any further increase in loads, whether due to placement of new fill or the construction of buildings, will initiate a new cycle of consolidation settlements. The Young Bay Mud is underlain by firmer soils that do not pose significant geotechnical challenges.
- Seismic Stability of Perimeter and Causeway. The stability of the perimeter of the island and the causeway connecting TI to YBI may be subject to earthquake-induced liquefaction resulting in lateral spreading, and in excessive deformation of the rock dikes. The north-west corner of the island where the underlying young Bay Mud layer is deepest may be subject to a deep-seated slope stability failure during earthquake loads and deformations of sufficient amplitude to cause a decrease in young Bay Mud strength. Additionally, the perimeter of the island and the causeway may be subject to cumulative damage over time due to slumping and erosion under the combined effects of storm and earthquake loadings.

Without mitigation, the above factors may make it difficult to maintain the grades necessary to prevent flooding due to extreme storms or global sea-level rise. However, a variety of proven soil improvement techniques are available to mitigate all three of these concerns and enable the Project to maintain grades above flood levels over time.

#### **6.1.1 Overall Geotechnical Approach**

The geotechnical approach for the current development plan has been developed based on the need to elevate the interior of the island in anticipation of sea-level rise and the desire to reduce damage to surface and subsurface improvements during seismic events.

The approach consists of three parts:

- (1) the sands will be densified throughout the development area to minimize liquefaction and earthquake-induced settlements, creating a long-term stable platform for development;



- (2) additional fill will be added to compensate for the loss of elevation caused by densification and to raise the site grades in developed areas above the expected flood level, taking an allowance for long-term sea level rise into account; and
- (3) the perimeter will be similarly densified to be seismically stable and to provide protection against overtopping under extreme combinations of tide and storm activity.

#### **6.1.1.1 Creation of a Long-Term Stable Platform.**

The purpose of densification is to improve the sand fill within the planned development area to serve as a long-term stable platform for buildings, roads, and utilities. A variety of proven techniques are available for densification; the most likely to be used on TI are deep dynamic compaction (DDC), which consists of repeatedly dropping a large weight onto the soil, and vibro-compaction, in which a vibrating probe is repeatedly inserted into the soil. With either of these techniques, the objective is to take the medium-dense sands and transform them into dense sands that are no longer susceptible to significant liquefaction and seismic settlement. Since the entire development area of approximately 100 acres will be densified, roads, utilities, and buildings will benefit, the expected differential settlement between these systems will be minimized and the expected damage after earthquakes will be significantly reduced. The final techniques for densification will be selected after conducting field tests of the alternatives to confirm the effectiveness of each, and to optimize production.

#### **6.1.1.2 Elevation of the Ground Surface as Long-Term Protection Against Flooding**

Densification of the sands throughout the development area will cause a lowering of the current ground surface. Fill will be needed to compensate for this loss and to bring the ground surface elevation of the developed areas to a level that provides long-term protection against flooding and sea-level rise. On a block-by-block basis, design finished floor elevations will be increased to allow for long-term site settlement that results from any residual primary consolidation, from secondary compression and from any remaining settlements that might result from earthquake loadings. The depth of the new fill will vary across TI, with smaller amounts on the southern side of the island and the greatest thicknesses required in the northwest corner. To minimize the impact of gradual settlement resulting from new fill, the development areas will likely be surcharged with temporary fill, supplemented by the installation of pre-fabricated vertical (wick) drains in order to speed the



settlement. Fill will be obtained from excavation of basements, grading of undeveloped portions of the island and from offsite sources.

#### **6.1.1.3 Strengthening of the Perimeter Berm and Causeway.**

The sands underlying the perimeter of the island may also be densified by proven densification techniques such as vibro-compaction or DDC, in order to minimize deformation of the perimeter berm in earthquakes. The potential for a deeper-seated slope failure through the underlying young Bay Mud, especially in the northwest corner of the island where the young Bay Mud is as much as 120 feet thick will be evaluated by conducting a study involving field work, laboratory testing and analysis. Should the deep-seated stability of the perimeter be shown to be a concern, it can be addressed either by placing a surcharge fill to increase the strength of the young Bay Mud, or by using deep soil mixing or jet grout techniques to create vertical soil-cement columns within the young Bay Mud.

Most of the existing young Bay Mud was removed from under the causeway during construction; however, the sand fill of which it is composed will require densification in order to provide a reliable access route and minimal damage to lifeline utilities following a major earthquake.

From a flood-control standpoint, if final design grades for the development area are high enough to accommodate extreme tide levels and sea-level rise, structures are set back far enough from the Bay's edge, and adequate drainage is provided along the shoreline to accommodate infrequent wave overtopping, the perimeter need only be high enough to limit overtopping to extreme wave events, eliminating the need to treat the perimeter berms as FEMA-certified levees. The perimeter elevation will be set based on an analysis of tides, storm surges, waves and other factors; however, it is likely that the perimeter will need to be raised on the north and west sides of the island. The perimeter berm height can also be increased in the future if necessary in response to increased wave heights coupled with sea-level rise.

#### **6.1.2 Building Foundations**

As noted above, to minimize the amount of long-term settlement triggered by raising grades, much of the developed area will also be surcharged, or pre-loaded. In addition, it would be



beneficial for new building loads to be mostly compensated (or off-set) by excavating full basements for all buildings, except possibly for lighter townhome structures. Based on engineering calculations, when the site is surcharged, the magnitude of differential settlements will generally be within acceptable tolerances for buildings up to 8 to 10 stories on shallow foundations with full basements. In general, buildings greater than 10 stories will need to be pile supported and provided with basements. These basements will be necessary to reduce downdrag forces on the piles and provide lateral support during seismic events. Additionally, for high-rise buildings of 22 stories or greater, at least two basement levels may be required to help resist lateral and overturning loads. Any differential settlements between the pile-supported buildings and adjacent improvements can be accommodated by separating them and using flexible utility connections and transition slabs.

When constructing basements, a generalized interpretation of the groundwater conditions at TI indicates that (1) construction dewatering will be required during full basement excavations throughout the development area, and for half-level basement excavations depending on location, and (2) waterproofing should be provided for all basements assuming full hydrostatic conditions.

## 6.2 Yerba Buena Island (YBI)

Yerba Buena Island has a long history of past development dating to the late 1800s. Site access from the San Francisco Bay Bridge is provided by Macalla Road and Treasure Island Road. Much of Treasure Island Road is elevated on viaduct structures that also carry utilities from the San Francisco Bay Bridge to Treasure Island. Other existing improvements include access roads and utilities serving approximately 80 existing residential units and the Coast Guard's facilities. Past development has created a series of graded benches bounded by hillside cuts and fills. Site topography is moderately steep to steep, with elevations ranging from 350 feet to sea level. The island perimeter is bounded by steep (1.5:1 to 1:1) natural slopes extending up from the wave-cut shoreline as high as 240 feet.

The geology of the island can be characterized as a bedrock ridge whose flanks are mantled with unconsolidated sandy soils thought to be windblown sand and alluvium. The thickest soil deposits are located on the western, northern and eastern slopes. The thickness of the unconsolidated sandy deposits ranges across the island; the sands reach a maximum depth of greater than 90 feet under



Macalla Road on the northern side of the island. Existing fill associated with roads and building pads appear to consist of sandy or rocky material excavated from adjacent cuts.

The proposed development at YBI will consist primarily of two- to four-story townhomes and apartments located generally in areas of current residences. Current plans also include an option for a multi-unit 7-story structure with one level of below grade parking, located in a relatively flat area on the eastern side of the island. Several historic structures located on the northeastern corner of the island will remain in place to be reused for commercial and/or visitor uses. Development plans include lodging and hotel facilities at the southwestern corner of the site. YBI infrastructure improvements will include: (i) new water tanks, (ii) streets generally following the existing roadway alignment, (iii) open space, including a hilltop park and pocket parks within residential blocks, (iv) pedestrian walks and pathways providing access to a hilltop park.

The proposed redevelopment of YBI must recognize the nature of the island, while at the same time providing a well-engineered framework for new improvements. Development constraints include historic structures, existing vegetation, site topography, and planning and circulation considerations. Geotechnical considerations include:

1. Foundation design issues associated with existing cut slopes and hillside fills.
2. Existing retaining walls.
3. Slope stability issues associated with the steep perimeter slopes, especially along the existing alignments of Macalla Road.
4. Treasure Island Road Viaduct.

#### **6.2.1 Foundation Design**

Successful site development will require engineering design and project construction methods that account for the existing soil conditions. Construction on existing fills may require deepened foundations or re-grading to remove weak soils.

The major considerations in foundation design for the structures proposed at YBI include the effects of potential differential movement of on-site soils as a result of their shrink-swell characteristics, settlement associated with deep fills, and the distance of the proposed structures from the top of slopes. Proposed two- to four-story wood-frame buildings located sufficiently



back from the tops of slopes or located in areas with less than 10 feet differential fill can generally be supported on one of the following foundation systems: (i) conventionally reinforced structural mat, (ii) stiffened ribbed mat, (ii) post-tensioned slab, (iv) shallow continuous spread footing with slab on grade, or (v) drilled piers with raised floors.

The proposed multi-unit 7 story structure is located in an area of the YBI where Dune Sand and Terrace deposits of various thicknesses are underlain by Franciscan rock. The building structure can generally be supported on one of the following foundation systems: (i) footings bearing in bedrock with slabs on grade, (ii) shallow footings bearing in bedrock combined with footings supported on drilled piers extending into bedrock, or (iii) thickened mat foundation.

### **6.2.2 Existing Retaining Walls**

Existing retaining walls typically consist of cast-in-place concrete or concrete crib walls. Most retaining walls appear to be visibly in serviceable condition, although many existing concrete walls show evidence of past water seepage at the face, indicating that they may be nearing the end of their design life.

It is anticipated that several of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during final design. These walls may be seismically retrofitted or replaced to comply with City and County of San Francisco and CBC codes and the design-level geotechnical report.

### **6.2.3 Perimeter Slopes**

The island perimeter slopes are mantled with sandy colluvium and landslide deposits. Historic slope instabilities have typically consisted of relatively shallow debris flows, on the order of less than ten feet in depth that have reportedly been triggered by a combination of rainfall and utility leaks.

The highest and most continuous area of steep perimeter slopes occurs along Macalla Road. The presence of a deep deposit of unconsolidated sandy soil adjacent to the existing steep (1.5:1) slope, presents a potential slope stability hazard to existing or proposed buildings close to the top



of the slope. Potential slope-stability hazards along Macalla Road can be addressed by limiting construction of new buildings to at least 100 feet from the existing top of slope.

#### **6.2.4 Strengthening of the Viaduct**

The Viaduct structures are part of the vehicular access routes on YBI connecting TI to YBI, and by extension to San Francisco and the Greater Bay Area. The Viaduct structure extends from the San Francisco-Oakland Bay Bridge, along the western edge of YBI, and terminates at the start of the causeway. In addition to being part of the primary vehicular access route, the Viaduct also contains utility mains (domestic/fire water and telecommunications) serving TI via the Causeway.

Improvements to the viaduct structures are currently being studied by the City and will be carried out separately from the Project.

### **6.3 Phase of Geotechnical Stabilization**

Geotechnical stabilization will occur in phases to match the Sub-Phases of the Project. The amount of stabilization will be the minimum necessary for the Sub-Phase. The stabilization of smaller areas will allow the existing utility services and vehicular access areas to remain in place as long as possible in order to reduce disruption of existing uses on the Islands.

### **6.4 Major Phase Final Geotechnical Recommendations**

The Developer will complete the necessary site testing to confirm the geotechnical approach described above for both TI and YBI. The Developer will then prepare Final Geotechnical Reports for each Major Phase. The Final Reports will be submitted with the Major Phase Application. Final Reports are not expected to substantially change the approach described here.



## 7. SITE GRADING AND DRAINAGE

### 7.1 Existing Site Conditions

#### 7.1.1 Existing Site Elevations

The existing grades on TI are relatively flat from end to end. The ground elevations range from approximately 6 (NAVD 88) in the northwestern edge of the island to approximately 14 (NAVD 88) near the southern edge. The existing perimeter shoreline area around TI generally ranges from elevation 10 to 14 (NAVD 88).

The existing grades on YBI vary dramatically across the island. The ground elevations range from 0 (NAVD 88) near the water's edge up to 340 (NAVD 88) at the peak near the middle of YBI.

#### 7.1.2 Existing FEMA Flood Plain Areas

The Federal Emergency Management Agency (FEMA) prepared preliminary Flood Insurance Rate Maps ("FIRMs") for the City, including Treasure Island, in September 2007. The preliminary FIRM for Treasure Island identified existing special flood hazard areas consisting "V zones" (perimeter shoreline areas subject to additional hazards that accompany wave action) and "A zones" (inland areas subject to 100-year flood). Figure 7.1 shows the approximate extent of the existing 100-year special flood hazard area, which are likely to be adopted by FEMA.

As shown in Figure 7.1, Yerba Buena Island is located outside of the proposed 100-year special flood hazard zone.

### 7.2 Proposed Grading Requirements

The FEMA requirements for setting coastal flooding elevations include two components; 1) perimeter shoreline areas, and 2) inland areas. The flood elevations for the perimeter shoreline areas are dictated by the still water 100-year tide elevation (Base Flood Elevation) plus the potential for wave run-up. The potential wave heights and geometry of the perimeter shoreline will dictate the horizontal extent of the area considered to be "shoreline". Because the inland areas are protected from wave run-up by the perimeter shoreline, the flood elevations for the inland areas are dictated by the Base Flood Elevation (BFE) only.

Figure 5.1 shows the perimeter area and inland areas for TI.



### **7.2.1 100-Year Design Tide Elevations (Base Flood Elevation)**

Based on FEMA's standard, the 100-year design tide elevation, or Base Flood Elevation (BFE) is based on a combination of coincident events including tides, storm surges, and waves that result in a 1% annual chance of flooding. Moffatt & Nichol completed an Extreme High Water Level Analysis to determine the BFE as part of their April 2009 "Coastal Flooding Study for Treasure Island". Based on their review of the historic tide data for the San Francisco Bay the BFE for Treasure Island is 9.2 (NAVD 88) under current tide conditions.

### **7.2.2 Potential Sea Level Rise**

The potential for sea level rise induced by global warming could increase the BFE in the future. The State of California's 2009 Draft Climate Adaptation Strategy Report includes guidance to State agencies addressing climate change adaptation, and BCDC has proposed Bay Plan amendment language, which includes guidance for addressing future sea level rise (SLR) scenarios associated with planning and permitting development in potentially susceptible areas. Both recommend using the following SLR forecast for planning purposes:

- 16 inches by 2050
- 55 inches by 2100

A description of Sea Level Rise and the Adaptive Management strategy proposed for the Treasure Island grading design is included in Section 5.

## **7.3 Site Grading Designs**

The Developer will be responsible for the design and construction of the proposed grading plan for Treasure Island. A description of the grading design for the different areas of the Island is included below. The conceptual grading plan for TI is shown on Figure 7.2.

### **7.3.1 TI Perimeter Wave Protection**

As described below, the minimum internal site grades will assure that the new structures within the development area are at least 36-inches above the the current BFE. Therefore, the perimeter shoreline is not considered a levee under current tide conditions, and would not be in the future until more than 36 inches of sea level rise occurs. Instead, the perimeter area will function as a berm to protect the interior of the Island from wave run-up.



The final elevations for the perimeter shoreline areas will be set such that there is only a 1% chance of wave overtopping due to a combination of high tides, swell, wind waves, tsunami, and shoreline conditions. The final design heights and types of shoreline protection designs at each location along the perimeter will depend on the orientation of the shoreline (i.e. wave heights) and the proposed adjacent land plan. The perimeter designs in each location will be based on the current tide conditions to meet the FEMA wave protection standards plus 16-inches to accommodate the potential 2050 sea level rise estimates. In addition, the perimeter designs will provide the ability to make future changes to adjust the height of the perimeter, and/or convert it to a levee, if merited because of sea level rise.

### 7.3.2 Proposed Building Areas

As described above, the minimum grades for the site beyond the perimeter shoreline areas are only influenced by the BFE and are not affected by wave run-up. According to the FEMA requirements, in order for the proposed building areas to be above the Zone A flood plain, the proposed finished floor elevations and below grade garage entrance elevations must remain above the BFE (elevation 9.2). While FEMA does not require an allowance for sea level rise, the building elevations will be set to accommodate up to 36-inches of sea level rise as well as an additional 6-inches of freeboard. Therefore, the minimum finished floor elevations and garage entrances for the proposed buildings will be set at  $12.7 (9.2 \text{ BFE} + 36" \text{ SLR} + 6" \text{ freeboard})$ . In general, the final building finished floor elevations and garage entrances will increase as they move away from the shoreline. The grades will vary between 12.7 and 14.5 (NAVD 88) in order to provide the overland release for larger storm events to the perimeter of the island. Refer to Section 12 for further discussion of the drainage design.

To minimize the amount of fill required for TI, the streets will be graded in a "saw tooth" fashion with a minimum 0.5% slope between grade breaks. Sawtoothed grading alternates between high and low points creating a "saw" like grading pattern. This allows for positive drainage in the streets while maintaining minimal elevation differences between the high and low points. An overland release path will be created by increasing the elevation of the high points. For TI, the high points will increase in elevation at a slope of approximately 0.2% away from the shoreline towards the center of the Island. Low points will be placed in between the high points so that the downstream high point elevation is equal to or lower than the back of walk elevation (property



line) at the upstream low point. This will allow stormwater to release down the street right of way before going beyond the property lines in the unlikely event that the storm drain system becomes blocked.

### **7.3.3 Open Space Areas**

The minimum elevations for the open space areas will be set at the existing BFE (elevation 9.2). The open spaces will be graded to support the open space vision and program for the Project. Lower portions of the open space areas may experience minimal amounts of ponding during large rainstorms occurring simultaneously with 100-year tides, depending on their locations and rain watershed area. The depth of ponding during these events will be minimal for the peak high tide duration (approximately 2 hours) and will drain once the tide subsides. Future sea level rise will increase the amount of ponding during the larger rain events and high tides but will not impact the building areas. As described in Section 12, the pump stations added to the storm water outfalls after 16-inches of sea level rise will reduce the ponding in the open space areas to levels and durations equal to the existing BFE conditions.

The open space areas may include localized landscape mounding to create wind breaks and overlook areas. These landforms may range in height above surrounding grades from a few feet to 35 feet at their highest points. The final landscape grading for the open space areas will be developed during the Major Phase Plan.

### **7.3.4 Historic Buildings, School Site, and Job Corps Structures to Remain**

Historic Buildings 1, 2, and 3, as well as the Job Corps buildings and School buildings will remain on TI. The existing finished floor elevations for these structures range from elevation 8.5 to 13.2. These finished floors as well as the ground adjacent to the buildings will not be raised as part of the Project. The new street improvements adjacent to these facilities will be constructed to grades of 12.0 to 15. The grade difference between the existing buildings and proposed improvements will be mitigated by grading transition areas or with low walls, ramps, stairs and/or planters.

### **7.3.5 YBI Site Grading**

Because of natural topography on YBI, the site grades for the proposed buildings, as well as the existing grades for the historic structures, are significantly above both the BFE and sea level rise



allowances. Grading on YBI is instead influenced by construction, maintenance, and access. The grading improvements for YBI will include demolition of existing structures, reshaping portions of the roads for better access, regrading of development pads, and reshaping portions of hillsides for erosion control and landscaping. Retaining walls and grading operations associated with street improvements will be minimized as much as possible, in an effort to retain existing topography. The conceptual grading plan for YBI is shown on Figure 7.3 and the approximate total area for grading activity on YBI is shown on Figure 7.4.

#### **7.4 Cut/Fill Quantities**

The combination of the geotechnical stabilization described in Section 6, the site grade elevations for TI based on the approach described above, and landscape mounding in the open space, will require approximately 400,000 cubic yards (cy) of cut and 2-million cy of fill. In addition, basement excavations for the new buildings will generate approximately 500,000 cy of soil that can be used as fill. Therefore, for the purposes of this Infrastructure Plan, the Project is estimated to require approximately 1.1-million cubic yards of net soil import to complete the grading activity.

The import soil required may be barged and/or trucked to TI. The barges anticipated to be used can move up to 1,000 cubic yards of dirt. Therefore, approximately 1,110 barge round trips would be required to complete the total import operation, if used solely. Trucks can typically carry approximately 10 to 15 cubic yards in one load. Therefore, approximately 110,000 truck trips will be required to complete the total import operation, if used solely. The Project anticipates a combination of barges and trucks. The final number of trips for each mode will depend on the location of the soil source and will be spread over the construction period of the Project.

The grading activity on YBI will be a combination of cuts and fills to develop the proposed roadway alignments and building pads. The grading activity on YBI will yield approximately 80,000 to 100,000 cubic yards of export. This material will be trucked to TI and used as fill.

#### **7.5 Proposed Phases of Grading and Drainage Construction**

The geotechnical stabilization and the proposed grading will be completed in phases to match the Sub-Phases of the Project. The amount of grading will be the minimum necessary for the Sub-Phase. The phasing of grading will allow the Project to minimize the disruption to the existing uses on Treasure Island and to limit the amount of import needed for any given phase.



### **7.6 Major Phase Grading and Drainage Plans**

The Developer will prepare a Major Phase Grading and Drainage Plan in coordination with the Authority. The Major Phase Grading and Drainage plan will be submitted with the Major Phase Application. This plan will include items such as:

- Geotechnical stabilization
- Preliminary Grading Plan for Major Phase

This Plan is not anticipated to substantially change the approach to grading described here.



**LEGEND**

APPROXIMATE PRELIMINARY SPECIAL  
FLOOD HAZARD AREAS



ZONE V — COASTAL FLOOD  
ZONE (WAVE ACTION)



ZONE A — INLAND AREAS  
SUBJECT TO 100-YEAR FLOOD



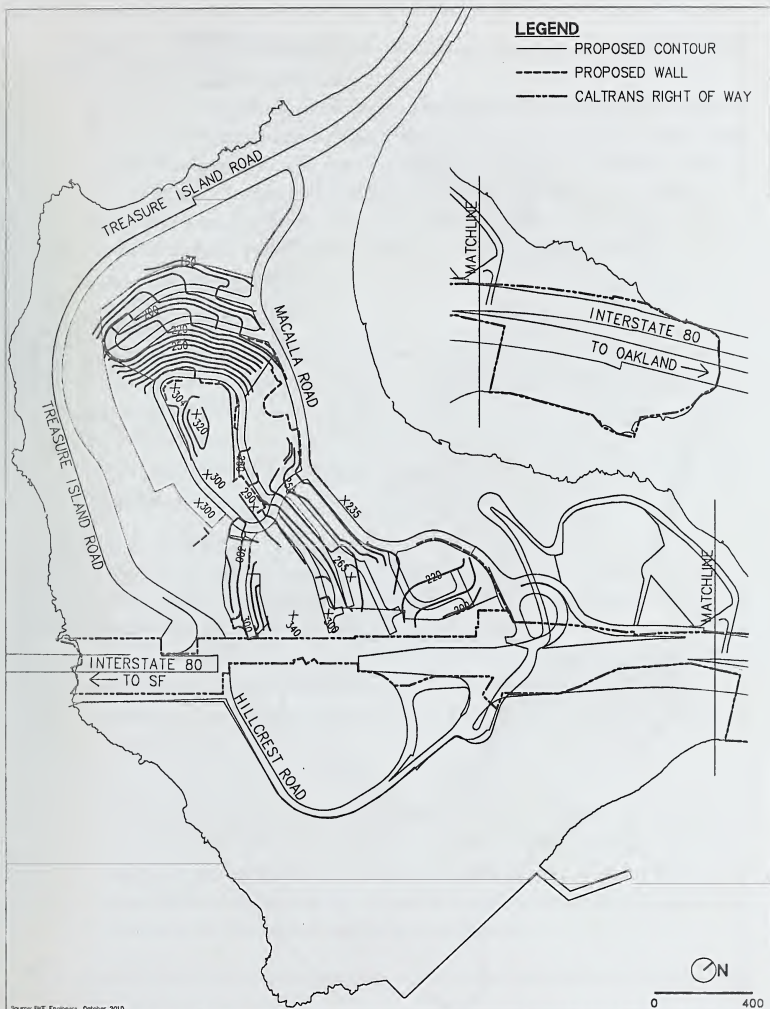
Source: BGF Engineers, October 2010







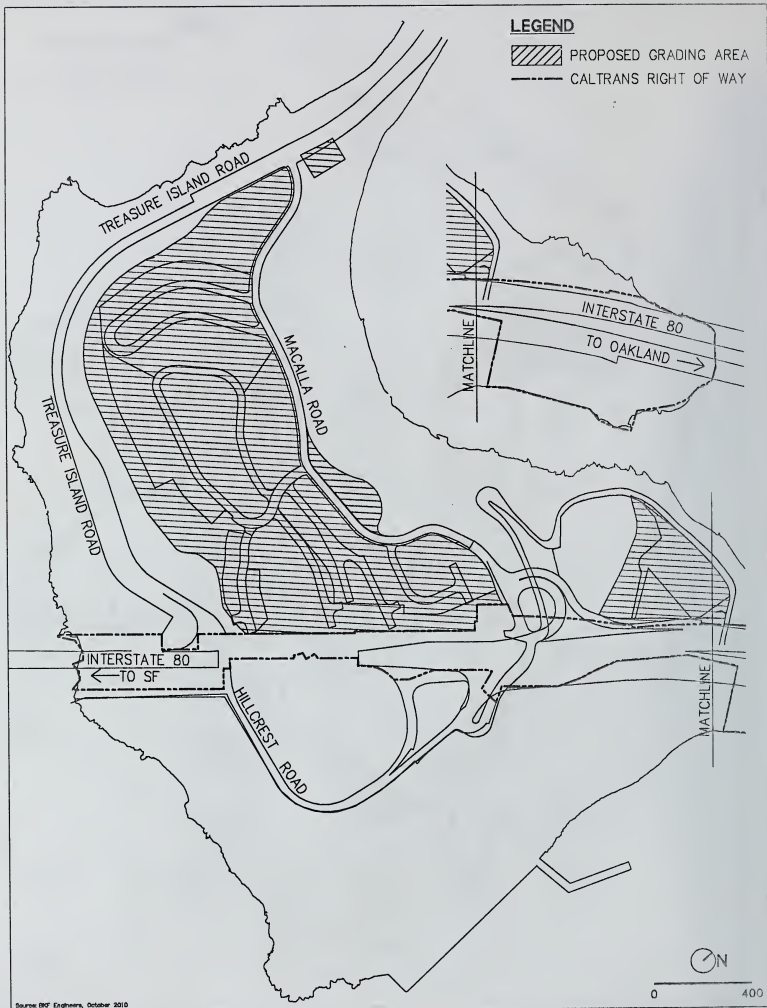




Treasure Island Infrastructure Plan

Figure 7.3: YBI Conceptual Grading Plan





Treasure Island Infrastructure Plan

Figure 7.4: Approximate Area of Grading Activity on YBI



## 8. TRANSPORTATION AND STREETS DESIGN

The transportation program relies on the use of alternative transit modes (buses and ferries) for off-Island trips and shuttle/pedestrian/bike facilities for on-Island travel. One of the key elements of the transportation program is the construction of a new ferry quay and terminal on the western shore of TI in front of historic Building One. Immediately adjacent to the ferry quay is a new bus transit facility. These two uses anchor the “Transit Hub” and the Land Use Plan for TI is centered on this Transit Hub and Building One with the new street system radiating out to the surrounding neighborhoods and open space.

### 8.1 Transit System

The Ferry Terminal and bus transit facility will be key elements of the Island's Intermodal Transit Hub, providing a focus for ticket sales, travel and tourist information. Bus stops and facilities for East Bay and San Francisco bus service providers, shuttle service stops, bicycle parking, a pool of shared bicycles (“Bicycle Library”), a car share pod, and administration/office space for the new Treasure Island Transportation Management Agency (“TITMA”) would be located at or near the Transit Hub.

#### 8.1.1 Bus Service

Buses from San Francisco and the East Bay would arrive and depart from the Transit Hub. Figure 8.1 shows the proposed SFMUNI and AC Transit bus routes from the Bay Bridge to Treasure Island and the potential future bus routes around TI. Figure 8.2 shows the Transit Hub area with the dedicated bus route and bus services (stops, layovers, etc.). As described above, upon completion of the proposed westbound on/off ramps on the eastern side of YBI, the existing west bound on ramp to San Francisco on the western side of the YBI tunnel will be restricted to buses only.

#### 8.1.2 Island Shuttle Service

The Project will include a fleet of up to four electric or alternative fuel shuttles for circulation around the Islands. The shuttles would be free to all users and would serve residential, commercial, and open space areas on TI and YBI. The shuttles would operate primarily on three routes: one would serve the west side of TI, another would serve the east side of TI, and the third would serve YBI. The proposed routes are shown on Figure 8.3.



### **8.1.3 Ferry Service**

Ferry service between the west side of Treasure Island and the San Francisco Ferry Building is proposed as part of the Project. The proposed Ferry Terminal is composed of a Ferry Terminal building housing ticket facilities and janitorial supplies, a ferry quay and docks, breakwaters, and the ferry basin enclosed by the breakwaters.

#### **8.1.3.1 Ferry Quay/Docks/Breakwaters/Basin**

The Developer will be responsible for the design and initial construction of the ferry quay, docks, breakwaters, and basin.

The ferry quay will include two ferry slips for side-loading ferries. The design will allow for the side-loading slips to be replaced with bow-loading slips in the future, but the improvements made by Developer will not address this shift.

The ferry slips would be in a basin protected by angled breakwaters made of precast concrete sheet piles. The basin would have a generally trapezoidal shape created by the angled breakwaters, with a waterside entry about 200 to 300 feet wide. The breakwaters would be asymmetrical, with the longer one on the north side of the basin and the opening directed slightly southward (see Figure 8.4).

The ferry improvements would be constructed in two phases. The first phase would construct the northern, longer breakwater first, along with the ferry slips and passenger facilities. The southern breakwater would be constructed several years later, depending on a range of factors including desired frequency of service and routine maintenance dredging requirements.

Navigation lights would be provided on the breakwaters to mark the harbor entrance. The southern breakwater would have additional lighting for safety and accessibility if it is open to public access. Public access on the northern breakwater is not proposed, as it could occasionally be overtopped by high waves.

To construct the basin, about 4.9 acres (about 227,000 sq. ft.) would have to be dredged to a depth of about 16-feet at the basin shoreline.



The two angled concrete sheet pile breakwaters, about 350 and 800 feet long, would be constructed, and riprap would be installed along the shore of the basin and the shore ends of the breakwaters for wave suppression. Piles for hydraulic supports for the two transfer spans and aprons leading to each ferry would be installed, as would guide piles to support the boarding float. Additional piles for wingwalls and guide piles, with mooring dolphins or fender walls, would also be installed. The transfer spans would be constructed and installed. In addition, the shoreline would be improved and some existing riprap would be replaced. The total area of embankment affected by this shoreline treatment (from the Bay floor to the mean high water level) would be about 1.12 acres.

## 8.2 Public Street System

The Developer will be responsible for the design and construction of the public streets shown on Figure 8.5. Improvements will generally include the following:

- pavement section
- concrete curbs/gutters
- concrete sidewalk and curb ramps
- traffic control signs and striping
- traffic signals
- street lighting
- street landscaping and trees
- stormwater treatment facilities
- street furnishings(include, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)

### 8.2.1 Street and Block Numbers

A system of street and block numbers has been created to facilitate planning and design coordination, see Figure 8.6. Most street names on YBI are current names and are expected to remain in use. Almost all street names on TI are considered temporary and solely for planning use – final names will be selected in the future.

### 8.2.2 Roadway Dimensions

The vehicular lane widths are dictated by the proposed bus routes (see Figure 8.1). Vehicular lanes will be 12-foot wide for street segments where buses travel in two directions past each other, 11-foot where buses travel in one direction and do not pass, and 10-foot for streets with no SFMUNI or AC Transit service. Lane widths are measured from face of curbs and center line of lane striping.



Class II bike lanes will be 5-foot wide measured from face of curb to the center line of lane striping.

Parallel parking stalls within the street right of way will be 7-foot wide when adjacent to vehicular travel ways and 8-foot wide when adjacent to Class II bike lanes.

Planting areas and pedestrian sidewalks will vary depending on location.

### **8.2.3 TI Public Street System**

The proposed public street network for TI is shown on Figure 8.7. Typical cross sections for these streets are included on Figure 8.8. There are four major classifications for the proposed public street system. A typical description for each type of street follows:

#### **Major Arterial Streets (Primary Access)**

Major Arterial streets will comprise the main west/east and north/south streets on TI, which will provide access between the new neighborhoods and open space and the intermodal transit hub adjacent to the Ferry Terminal, as well as to the Causeway and the Bay Bridge.

#### **Secondary Arterial Streets (Primary Access)**

Secondary Arterial Streets will comprise the remaining bus routes around TI. This includes the bus route around the Transit Hub and the potential future bus routes along the western and southern edges of TI.

#### **Collector Streets (Neighborhood Access)**

Collector streets will comprise the second level of roadways. They provide circulation loops to facilitate movement through and around the urban core, developed neighborhoods, Job Corps campus, and to the island's open space zones including access to the island's perimeter.

#### **Shared Public Way (Pedestrian Focused)**

Shared Public Ways are proposed for TI within both the Cityside and Island Center neighborhoods that will prioritize pedestrian use of the entire right-of-way while allowing occasional slow-moving vehicles to access local land uses and parking (both on-street



and off-street) and provide necessary services. Working collaboratively with City Departments like Department of Public Works, Municipal Transportation Agency and the Mayor's Office of Disability to adopt the Shared Public Way as a "Dedicated Public Street" in the City's Subdivision code, this right-of-way is designed from property line to property line as a single surface between street and sidewalk areas that gives pedestrians priority and shares space among pedestrians, bicycles, occasional slow-moving vehicles, and public space uses. Shared Public Ways may be designed with special paving, a variety of amenities, landscaping, and seating, and pockets of on-street parking, to create an environment that encourages public space use and slows occasional vehicles.

#### **8.2.4 Angled Intersections on TI**

The Project utilizes angled streets to maximize access to sunlight and views while minimizing the effects of wind on neighborhood public spaces. Where angled intersections occur, the east/west streets will cross the north/south streets at a 68-degree angle as shown in Figure 8.9.

#### **8.2.5 YBI Public Street System**

The street locations on YBI will generally remain in existing locations with improvements for improved fire truck access and added connections for pedestrian and bicycle paths to the new east span of the Bay Bridge and TI. The proposed public street network for YBI is shown on Figure 8.10. Typical cross sections for these streets are included on Figure 8.11. Similar to TI, there are four main levels for the hierarchy of streets on YBI. A typical description for each type of street follows:

##### **Major Arterial Streets (Primary Access)**

Major Arterial streets on YBI will comprise the access from the Bay Bridge down to TI. On the western side of YBI this will include Treasure Island Road. On the eastern side this will include the one way Macalla Road.

##### **Secondary Arterial Streets (Primary Access)**

The Secondary Arterial Street on YBI will be the two-way Yerba Buena Road up to the central development area and open space at the top of the island.

##### **Collector Streets (Neighborhood Access)**



The Collector Street on YBI will be a one-way section of Yerba Buena Road starting at the hotel and traveling around the western side of the island.

### **Private Streets**

The primary access to homes within the main western and eastern residential districts will be private streets.

#### **8.2.6 YBI Private Street System**

The primary access to homes within the main western and eastern residential districts on YBI will be private streets. The private streets will be designed and developed in concert with the private development. Final locations and configuration of the private streets will be developed in conjunction with detailed development plans for these residential districts.

#### **8.2.7 North Gate Road**

The improvements to North Gate Drive will be limited to a 2-inch overlay from Macalla to the Coast Guard entrance once all of the utility systems have been installed.

### **8.3 Fire Department Access**

The primary fire department access streets are shown on Figure 8.12. Fire trucks will utilize the entire travel way for turning movements at intersections. Intersections will be designed to provide 7-foot clear when fire trucks enter on-coming travel lanes as shown on Figure 8.13.

### **8.4 Structural Street Sections**

The structural cross section for all new on-grade roadways will comply with the requirements of the San Francisco Subdivision Code. Roadway cross sections will consist of eight inches of Portland Cement

Concrete and a two-inch asphalt concrete wearing surface for Collector Streets, and a three-inch asphalt concrete wearing surface for Arterials. Alternative cross sections such as asphalt concrete wearing surface over Class 2 aggregate base, porous paving, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) may be used if approved by SFDPW.

### **8.5 Traffic Signals and Street Lights**

The Developer will design and construct four traffic signals along California Avenue and Palm Avenue as shown in Figure 8.2. One additional pedestrian crossing signal may be constructed at a



mid-block pedestrian crossing on California Avenue if required. A traffic signal may also be constructed at the intersection of Hillcrest and South Gate Road. Where possible, the electrical service for the Traffic signals will be located within the joint trench (refer to Section 13).

The Developer will design and construct street lights. Street lighting shall comply with City of San Francisco standards for light levels and acceptable fixtures. Alternative street light fixtures will be allowed as approved by the SFPUC and SFPDW. Where possible, the electrical service for the street lights will be located within the joint trench (refer to Section 13).

#### **8.6 Public Bike and Pedestrian Paths**

The Developer will design and construct public bike and pedestrian paths throughout Treasure Island. The conceptual location of bike and pedestrian paths are shown on Figure 8.14. Final locations and improvements will be developed as part of the Major Phase Plan.

#### **8.7 Bay Bridge Access**

As part of the new eastern span of the Bay Bridge, Caltrans will be constructing a new east-bound on-ramp on the eastern side of the YBI tunnel. The east-bound off-ramp at this location will remain in substantially the same existing configuration upon completion of the new bridge.

The City and Caltrans are currently designing replacement westbound on- and off-ramps on the eastern side of the YBI tunnel. This Infrastructure Plan assumes that these new ramps will be completed as part of the construction of the new eastern span of the Bay Bridge.

On the western side of the YBI tunnel, the exiting east-bound off-ramp and west-bound on-ramp will remain. Upon completion of the new west-bound on-ramp on the eastern side of the tunnel, the existing west-bound on-ramp on the western side of the tunnel will be dedicated to SF MUNI bus only, providing a means of queue-jumping for the busses.

#### **8.8 Acceptance and Maintenance of Public Street Improvements**

The Authority or SFPDW will be responsible for maintenance of the existing roadways until replaced by the Developer.

Upon acceptance of the new and/or improved public streets by San Francisco Department of Public Works (SFPDW), responsibility for the operation and maintenance of the roadway and streetscape



elements will be designated as defined in the various City of San Francisco Municipal Codes. Responsibility for accepted street improvements for streets within the Public Trust, as shown in Figure 8.15, will be determined separately.

Upon acceptance of the private streets by SFDPW, responsibility for the operation and maintenance will be by the neighborhood homeowners association.

#### **8.9 Acceptance of Public Bike and Pedestrian Paths**

Upon acceptance of the public bike and pedestrian paths by SFDPW, responsibility for the operation and maintenance of the paths will be designated as defined in the various City of San Francisco Municipal Codes. Responsibility for accepted path improvements for paths within the Public Trust, as shown in Figure 8.15, will be determined separately.

#### **8.10 Phasing of New Roadway Construction**

The Developer will construct the new roadway system in phases to match the Sub-Phases of the Project. The amount of the existing roadway repaired and/or replaced will be the minimum necessary to serve the Sub-Phase. The Sub-Phase will connect to the existing roadways as close to the edge of the Sub-Phase area as possible while maintaining safe access to the new development and the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing roadways until the existing uses are demolished. The Authority or SFDPW will be responsible for maintenance of existing roadways until replaced by the Developer. The SFDPW will be responsible for the new roadways once construction of the Sub-Phase or new roadway facility is complete and accepted by the SFDPW.

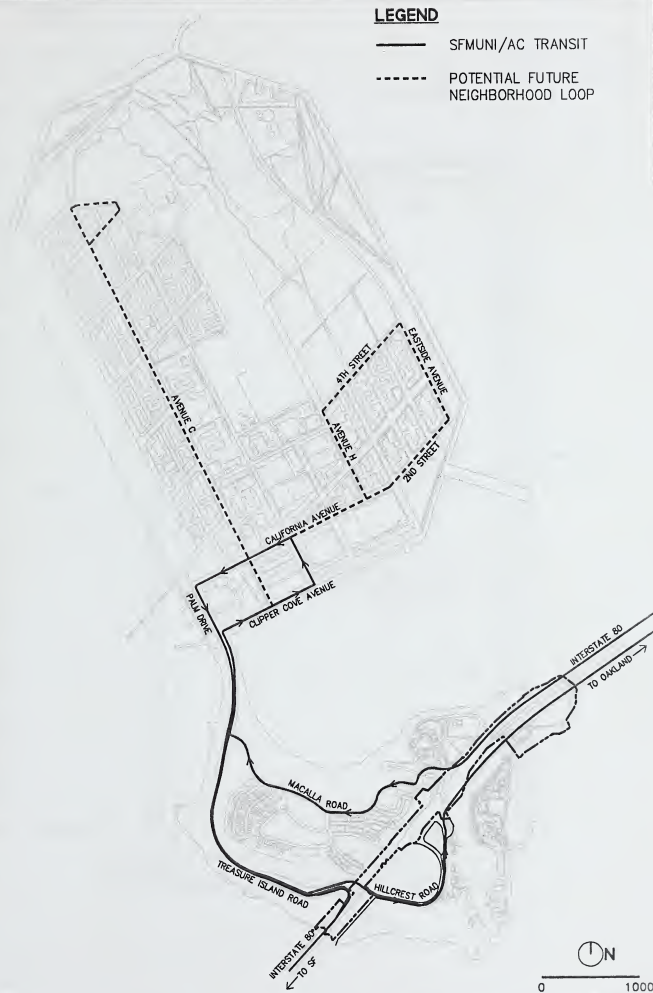
#### **8.11 Major Phase Transportation Plan**

The Developer will prepare a Major Phase Transportation Plan in coordination with the Authority. The Major Phase Transportation Plan will be submitted with the Major Phase Application. This Plan will include street layouts, proposed right of ways, and street cross sections for the Major Phase area.



# LEGEND

- SFMUNI/AC TRANSIT
- - - POTENTIAL FUTURE NEIGHBORHOOD LOOP

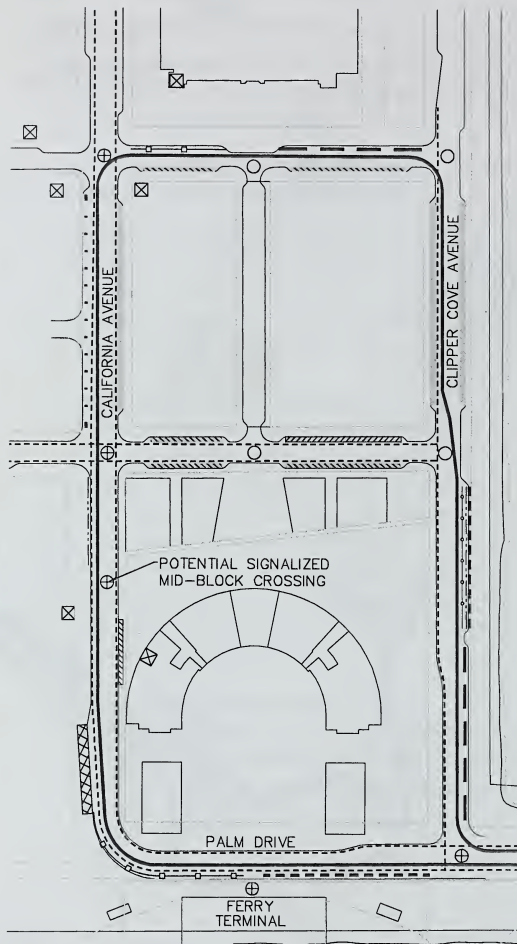


Source: SFO Engineers, October 2010



# **LEGEND**

- INTERMODAL BUS LANE
- ▨ PARALLEL STREET PARKING
- ▨ POTENTIAL RETAIL LOADING/PARALLEL PARKING
- ▨ POTENTIAL RETAIL LOADING AREA
- ▨ POTENTIAL RETAIL LOADING/PARKING/TOUR BUS STOP
- - BUS STOP - DROP OFF ONLY
- - - BUS STOP - PICK UP ONLY
- ... BUS STOP LAYOVER AREA
- 6' BUS FLEX LANE
- SHUTTLE STOP
- - - 5' CLASS II BIKE LANE
- - - POTENTIAL TOUR BUS LOADING
- ⊕ SIGNALIZED INTERSECTION/CROSSWALK
- PEDESTRIAN CROSSWALK
- ⊗ POTENTIAL MUNI FACILITY LOCATION
- ▨ "KISS AND RIDE"



Source: BCT Engineers, October 2010



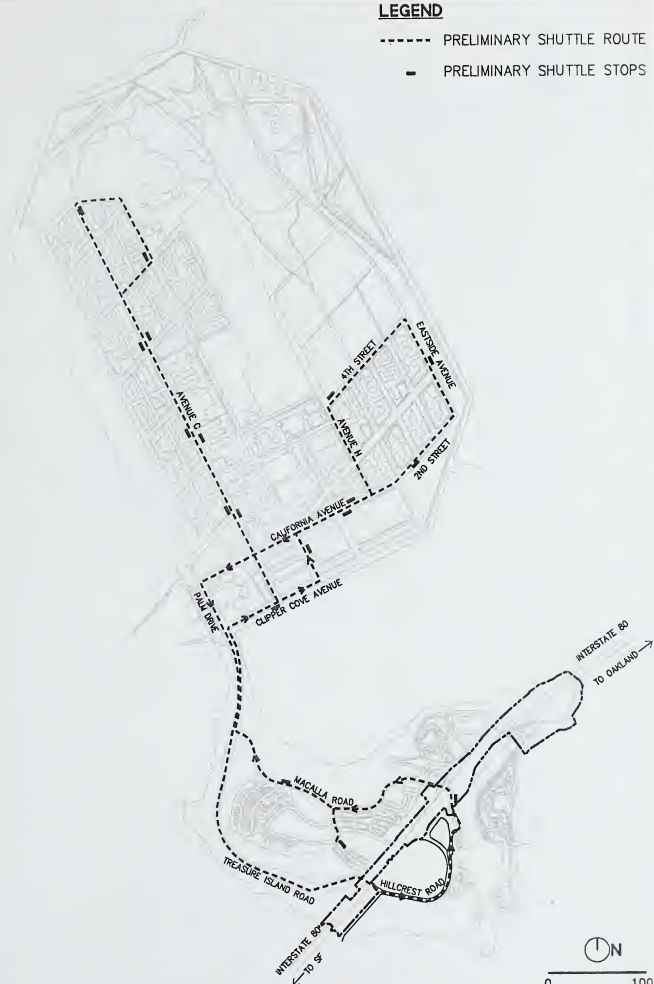
Figure 8.2: Transit Hub Area



# LEGEND

----- PRELIMINARY SHUTTLE ROUTE

■ PRELIMINARY SHUTTLE STOPS



Source: SHF Engineering, October 2010





Breakwater

Ferry Slip

Passenger  
Waiting Area

Transfer  
Span Ramp

Ferry Slip

Ferry Basin

Breakwater

Building 1

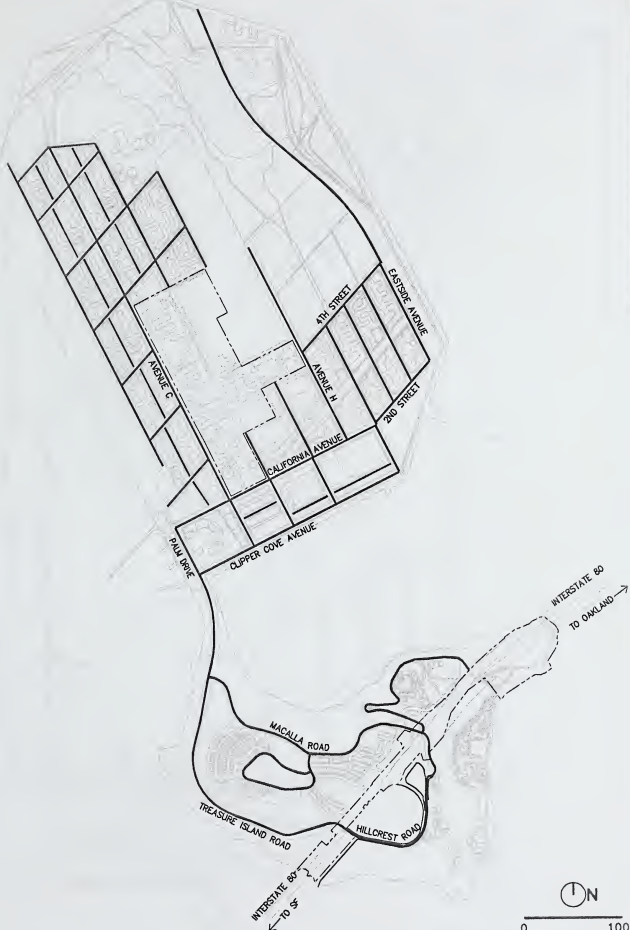


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### LEGEND

PUBLIC STREET

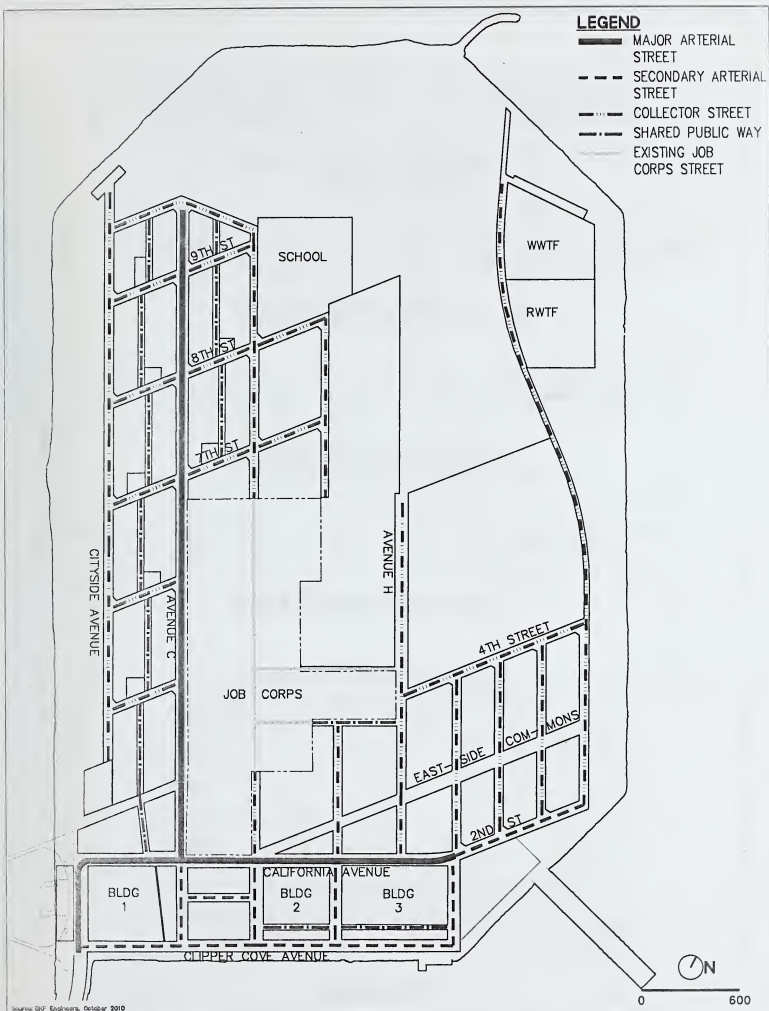




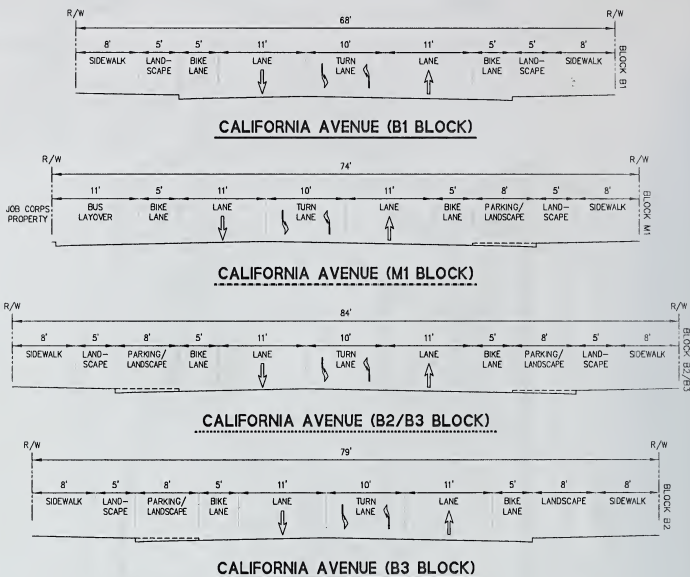
## DEVELOPMENT BLOCK



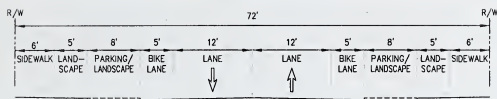




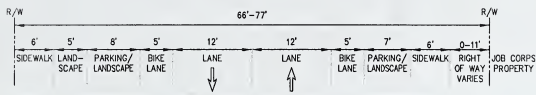




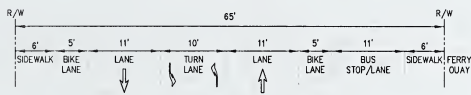




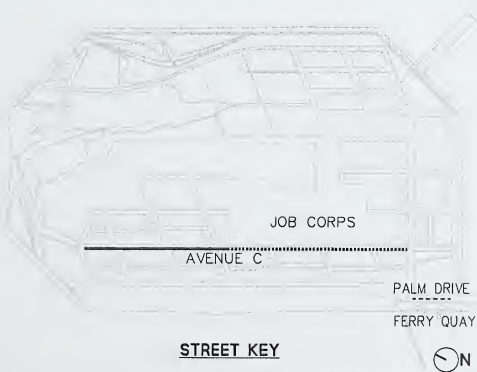
### AVENUE C (NORTH)



### AVENUE C (ADJACENT TO JOB CORPS)



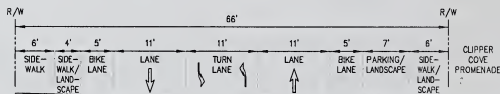
### PALM DRIVE (ADJACENT TO FERRY QUAY)



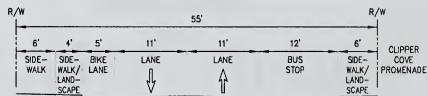
### STREET KEY

Source: DDF Engineers, October 2010

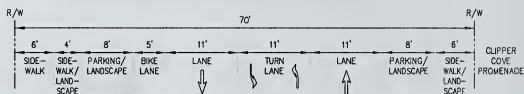




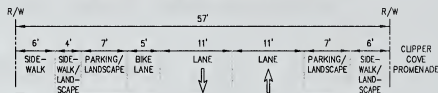
### CLIPPER COVE AVENUE (B1 BLOCK - WEST)



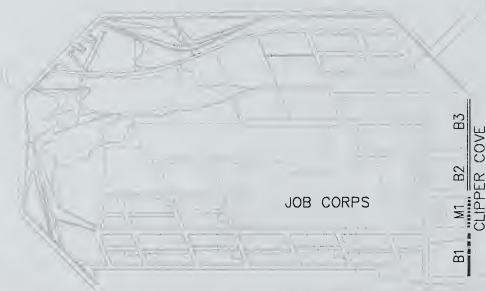
### CLIPPER COVE AVENUE (B1 BLOCK - EAST)



### CLIPPER COVE AVENUE (M1 BLOCK)

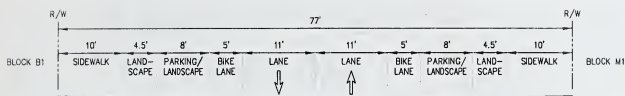


### CLIPPER COVE AVENUE (B2 & B3 BLOCKS)

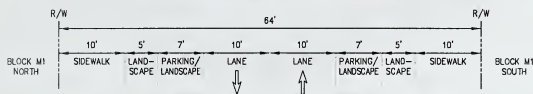


### STREET KEY

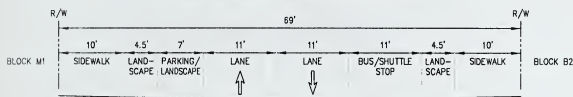




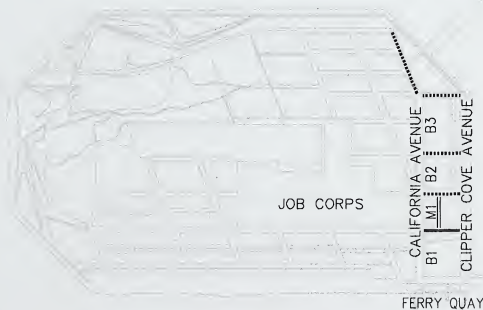
### RETAIL STREET (BETWEEN B1 & M1)



### RETAIL STREET (MID-BLOCK M1)



### SECONDARY ARTERIAL

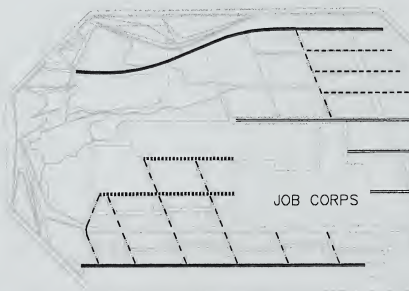
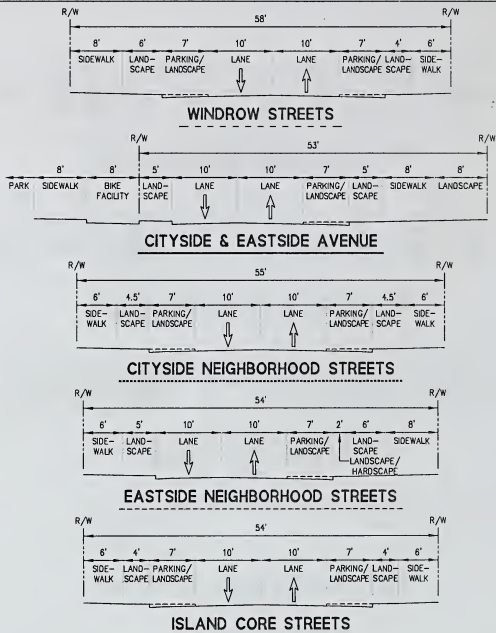


### STREET KEY



Source: GDF Engineers, October 2010

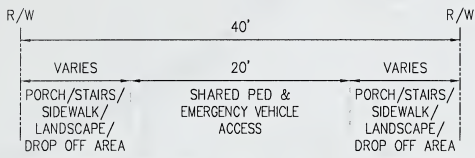




#### STREET KEY



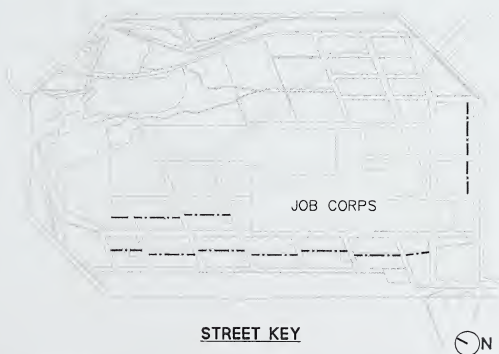




### SHARED PUBLIC WAY

#### SHARED PUBLIC WAY (PEDESTRIAN FOCUSED)

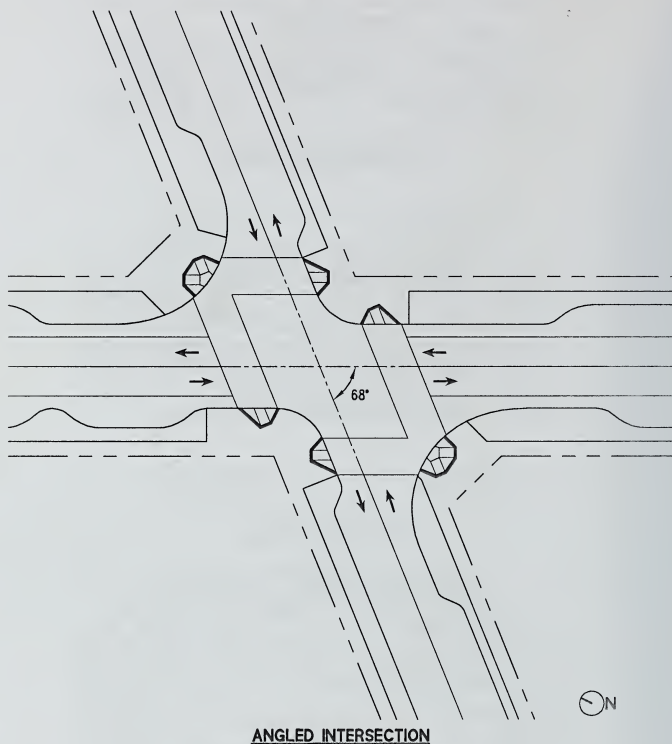
The Shared Public Way is a new street typology for the City of San Francisco being implemented on Treasure Island. It is meant to favor pedestrian activity with limited vehicular access and low vehicle speeds. Shared Public Ways prioritize pedestrian use of the entire right-of-way while allowing occasional slow-moving vehicles to access local land uses and parking, and provide necessary services. Treasure Island Shared Public Ways will be designed with special paving, a variety of amenities, landscaping, seating, and pockets of on-street loading (not parking), to create an environment that encourages public space use and slows occasional vehicles.



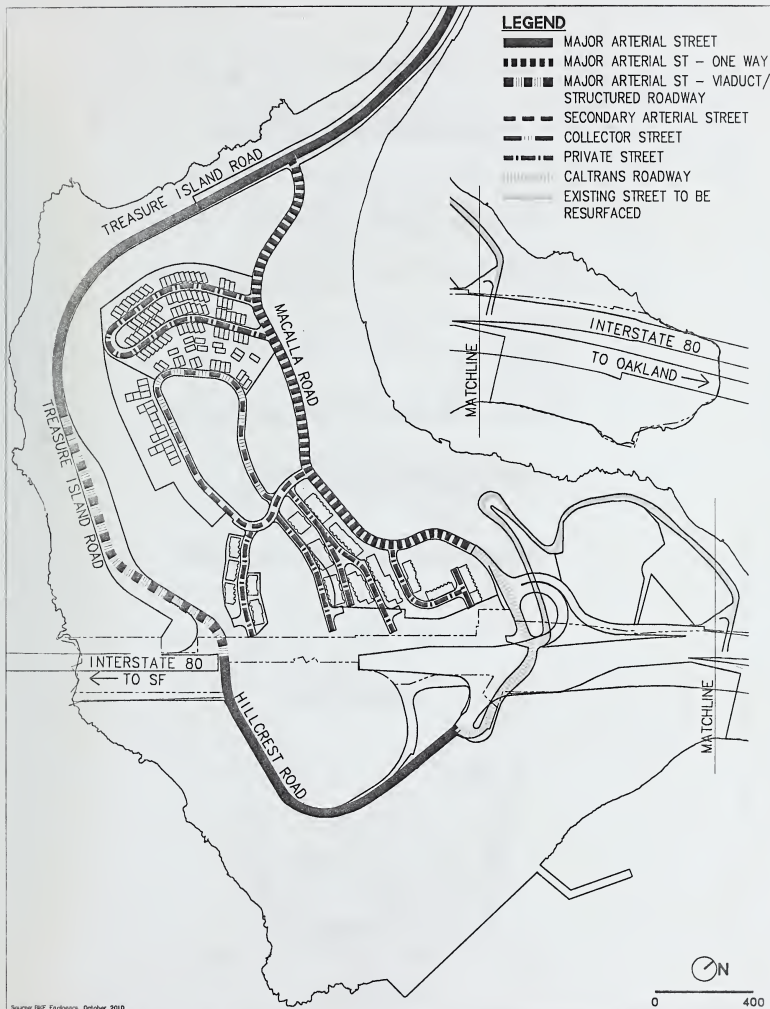
**STREET KEY**

Source: SHoP Engineers, October 2010



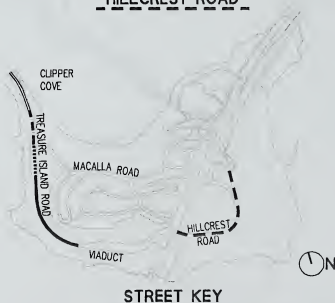
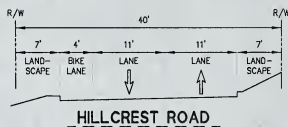
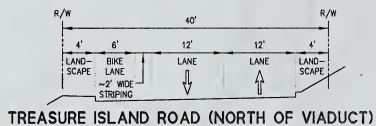
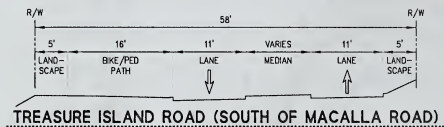
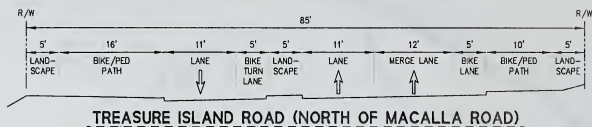
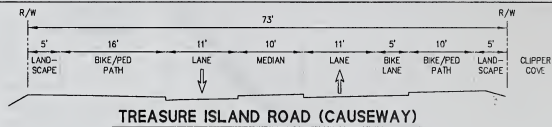




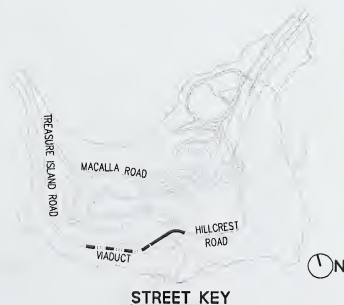
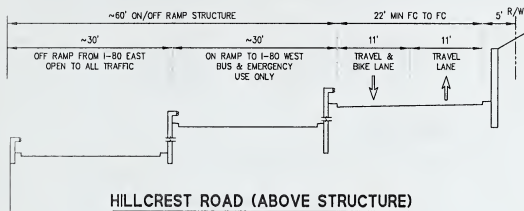
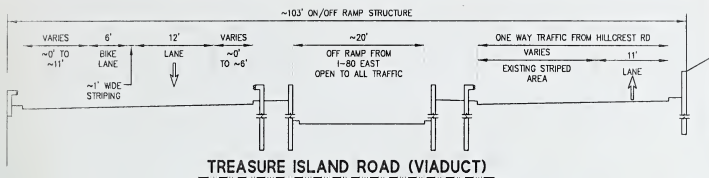


Source: GSF Engineers, October 2010



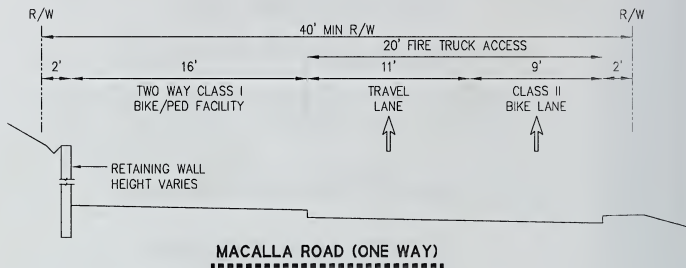




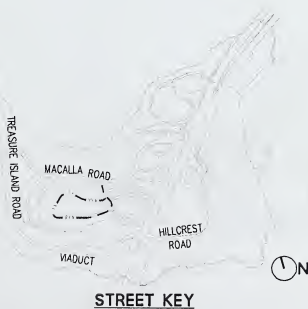
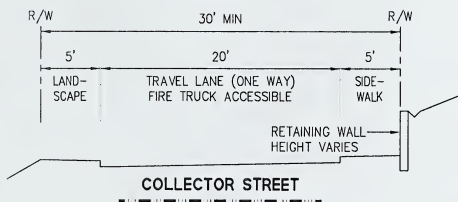
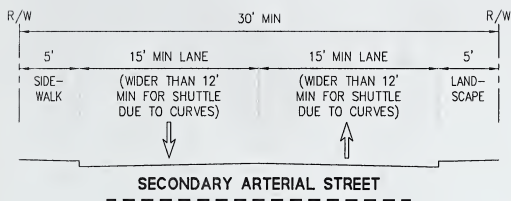


Source: B&O Engineers, October 2010

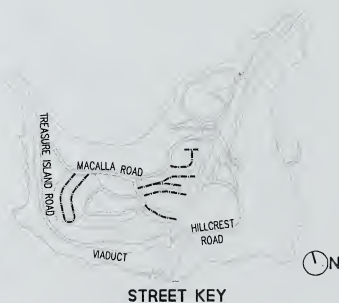
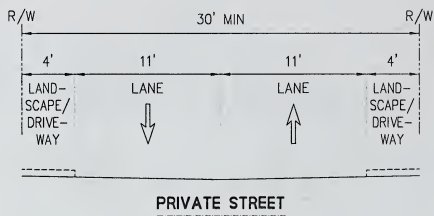














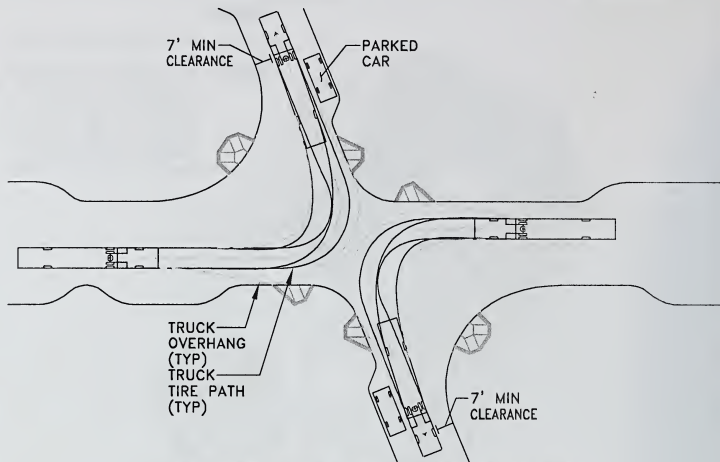
# LEGEND

- FIRE TRUCK ACCESSIBLE STREET
- ONE ACCESS PATH ACCESSIBLE TO EMERGENCY VEHICLES WILL BE PROVIDED IN THIS AREA TO CONNECT THE WESTERN NEIGHBORHOOD TO EASTSIDE AVENUE. LOCATION TO BE DETERMINED BASED ON FINAL PARK PLANS.

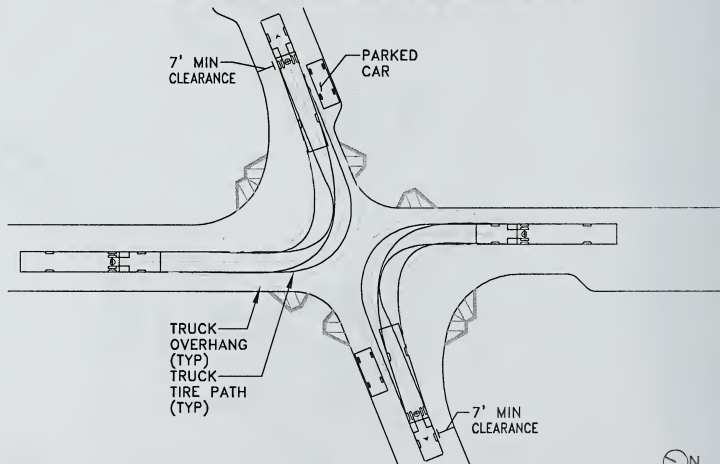


Source: GSF Engineers, October 2010



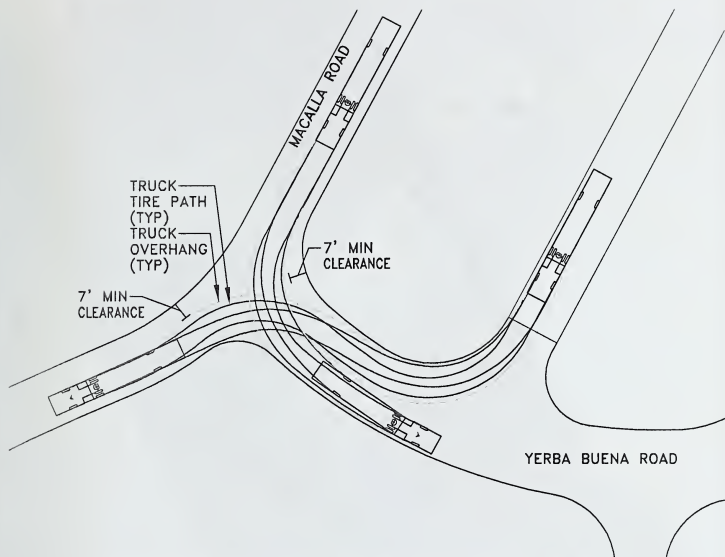


**TI ANGLED INTERSECTION WITH 12' WIDE TRAVEL LANES**



**TI ANGLED INTERSECTION WITH 10' WIDE TRAVEL LANES**







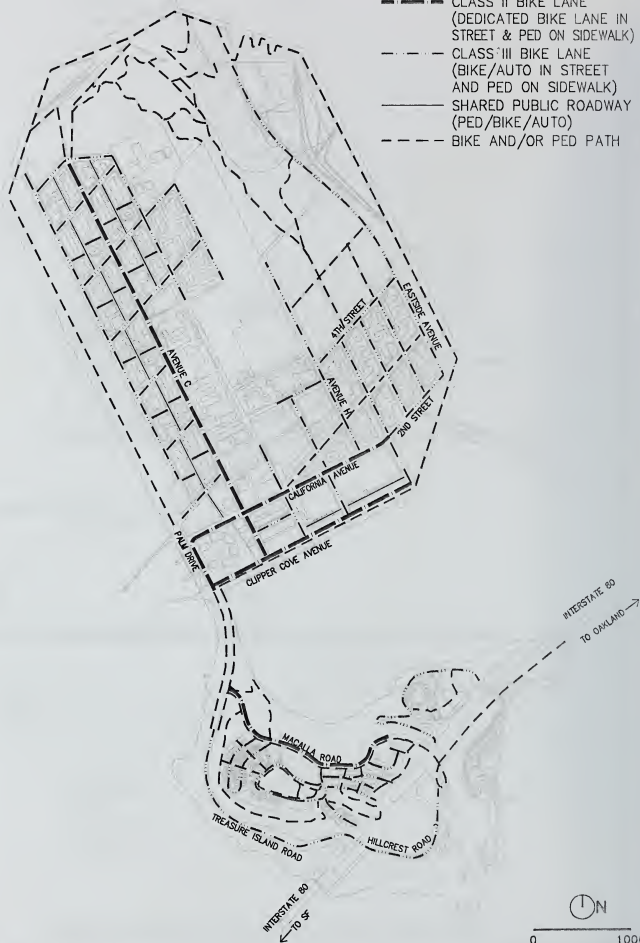


INTERSECTION AT MACALLA RD AND YERBA BUENA ROAD ON YBI



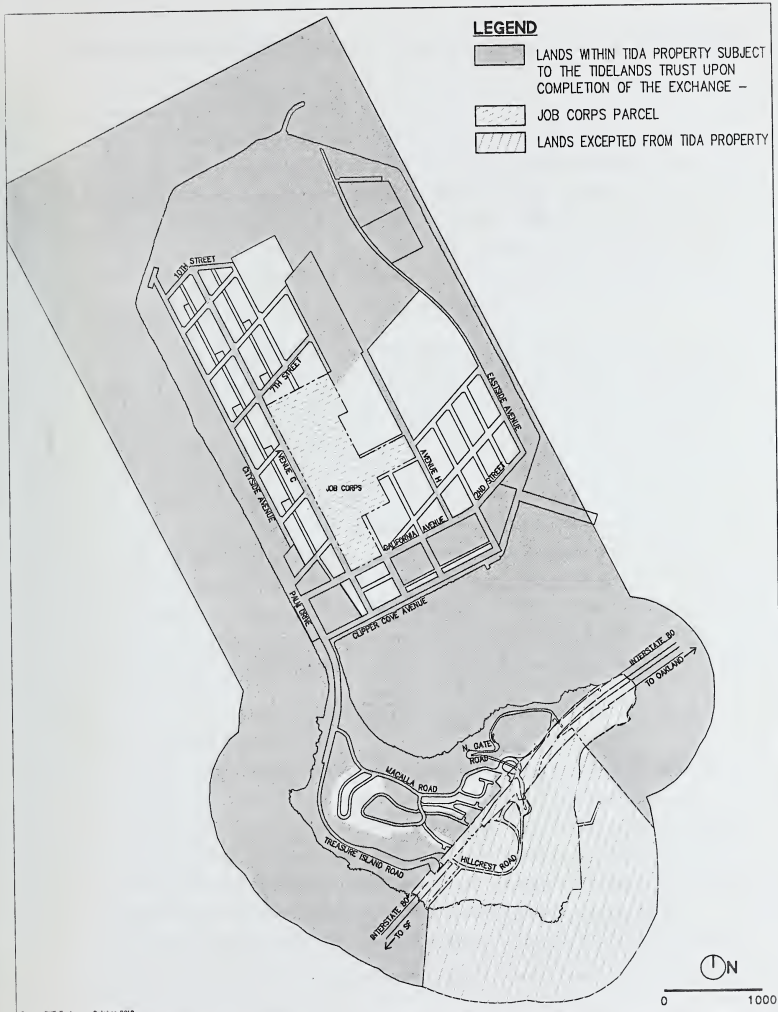
# **LEGEND**

-  CLASS II BIKE LANE  
(DEDICATED BIKE LANE IN STREET & PED ON SIDEWALK)
-  CLASS III BIKE LANE  
(BIKE/AUTO IN STREET AND PED ON SIDEWALK)
-  SHARED PUBLIC ROADWAY  
(PED/BIKE/AUTO)
-  BIKE AND/OR PED PATH



Source: BKF Engineers, October 2010











## 9. POTABLE WATER SYSTEM

### 9.1 Existing System

#### 9.1.1 Existing Water Supply

There are two existing sources of water supply serving Treasure Island. The primary supply is provided by the San Francisco Public Utilities Commission (SFPUC) through an existing 10-inch diameter steel pipe attached to the western span of the Bay Bridge. Water is pumped across the bridge by a pumping station located at 475 Spear Street in San Francisco. The station contains four pumps each rated at 900 gallons per minute (gpm). The station can run a maximum of two pumps at a time for a maximum station output of 1,800 gpm.

The East Bay Municipal Utility District (EBMUD) provides the existing emergency supply of water. The Navy's emergency water line begins at an EBMUD meter located in Beach Street in Emeryville. From the EBMUD meter location, the Navy's 12-inch diameter ductile iron main runs to an existing pump station located at Pier E23 of the existing Bay Bridge in Oakland. Water is then pumped through a 12-inch diameter steel pipe attached to the eastern span of the Bay Bridge. This water supply charges the fire hydrants on the Bridge and is connected to the existing water tanks on YBI for an emergency backup water supply. The maximum flow rate for this system is reported to be 1,500 gpm. There is currently an agreement in place between EBMUD and the Navy that limits the average annual flow 61 gallons per minute to maintain water quality in the line on the bridge. Actual average annual flows are well below that limit, at approximately 35 gpm. The Navy's emergency water line will be transferred to the SFPUC. The SFPUC will be responsible for the ownership and maintenance of the line and the agreement with EBMUD.

#### 9.1.2 Existing Water Storage

There are currently four existing concrete reservoirs on Yerba Buena Island that service both Yerba Buena Island and Treasure Island. Combined they have a total design capacity of approximately 6.5 million gallons to serve as both the potable and fire protection water supplies for Treasure Island and Yerba Buena Island. However, all of the tanks are in varying states of disrepair and cannot operate to their full design capacity. The actual operating storage capacity is approximately 1.9 million gallons with another 0.5 million gallons dedicated for fire protection. The design capacities, operating capacities, and operating elevations of the existing



reservoirs are shown in Table 9.1.

**Table 9.1 – Existing Reservoir Data**

Reservoir Number	Design Capacity (million gallons)	Current Operating Capacity (million gallons)	Operating Elevation Range (NAVD88)	Primary Service
227	3.0	0.0	252.5 to 255.5	TI
162	2.0	1.3	322.0 to 327.0	YBI
168	0.5	0.5	356.0 to 359.0	Fire Reserve
242	1.0	0.6	247.0 to 251.0	TI/YBI

The elevations of the existing reservoirs provide an operating pressure of approximately 100-115 pounds per square inch (psi) on TI and 80 psi on YBI (pressures at the higher areas of YBI are achieved with booster pumps).

The existing operational water storage tanks will be utilized on an interim basis during the initial phases of the Project but will be replaced by the Developer as projected demands exceed the existing capacity.

### 9.1.3 Existing Water Distribution System

The two original piping systems for potable water and fire protection for the Islands was constructed in 1939 out of copper, galvanized steel, and asbestos cement pipe. In 1990, the Navy combined the two systems and replaced the pipe material with PVC pipe. Many of the individual building services and irrigation services originally constructed out of galvanized steel, however, have not been replaced. The relatively new PVC pipe system will be utilized on an interim basis during the initial phases of the Project, but will eventually be replaced at the full build out of the project.

## 9.2 Proposed Potable Water System

### 9.2.1 Proposed Water Demands

The potable water demand factors used for the Projects various land uses are shown in Table 9.2. The potable demands account for the use of water conserving fixtures in all buildings, the use of recycled water for toilet flushing and other non potable water uses in commercial buildings, and the use of recycled water for irrigation uses where appropriate. The project will also use



recycled water for appropriate plumbing fixtures in residential buildings to the extent permitted at the time of construction. Therefore two residential demand factors have been included; 1) without recycled water for toilet flushing in residential buildings, and 2) with recycled water for toilet flushing in residential buildings.

The total estimated water demands for the Project land uses are shown on Table 9.3 (without recycled water use in residential units for toilet flushing) and Table 9.4 (with recycled water use in residential units for toilet flushing). These tables include the demands for the Project as well as the existing demands for the Department of Labor and the Coast Guard.

Table 9.5 includes a summary of the average daily demands and maximum day demands for potable water with, and without, the use of recycled water in the residential units. Because of the size of the proposed Project, the relatively homogeneous use, and the use of recycled water for the irrigation needs, the project will use a maximum day demand factor of 1.2 times the average daily demand.



Table 9.2 – Treasure Island Project Potable Water Demand Factors

Land Use	Potable Water Demand Factor	Notes
Residential (w/o recycled water)	116.5 gallons per day per unit	SFPUC 2030 water conserving projections
Residential (w/ recycled water)	(50 gallons per resident per day * 2.33 residents per unit) 101.6 gallons per day per unit (additional 14.9 gpd/u of rec. water for toilet flushing) (43.6 gallons per resident per day * 2.33 residents per unit)	Resident/unit based on SFPUC Demands Report SFPUC 2030 water conserving projections Resident/unit based on SFPUC Demands Report
Hotel	265 gallons per day per room (additional 7gpd/room of rec. water for toilet flushing)	AWWA Standard
Office / Retail / Commercial	0.07 gallons per day per square foot (additional 0.0344 gpd/sf of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Adaptive Reuse	0.07 gallons per day per square foot (additional 0.0344 gpd/sf of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Open Space	100 gallons per day per acre (additional 180,000 gpd for irrigation demand)	
Misc. Structures	0.07 gallons per day per square foot (additional 0.025 gpd/sf of recycled water) (1 person per 200 square feet * 15 gallons per person per day)	Includes misc. drinking fountains, bathrooms, etc. Includes miscellaneous structures in open space, and YBI historic structures
Marina School	50 gallons per day per slip 0.20 gallons per day per square feet (1 student per 100 square feet * 20 gallons per student per day)	Day use only (no live-aboard)
Police/Fire Station	0.13 gallons per day per square feet (additional 0.067 gpd/sf of recycled water) (400 persons per day for 30,000 square feet * 10 gallons per person per day)	
Misc. Small Community Facilities	0.07 gallons per day per square feet (additional 0.0344 gpd of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Pier 1 Community Center	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Sailing Center	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Museum	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Department of Labor	111,254 gallons per day (Based on actual demands provided by SFPUC)	
Coast Guard Facility	17,000 gallons per day (Based on actual demands provided by SFPUC)	
Utility Facilities	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) (30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Urban Farm	100 gallons per day per acre	



Table 9.3 - Treasure Island Project Water Demand (without recycled water for residential toilet flushing)

DESCRIPTION OF USE			POTABLE WATER DEMAND				RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Demand (gpm)	Maximum Daily Demand (gpm)	Average Daily Irrigation Demand (gpd)	Average Daily Building Demand (gpd)	
Residential	8,000	Units	932,000	647	777	30,000		0
Hotel	500	Rooms	132,500	92	110			3,500
Office	100,000	sf	7,000	5	6			3,500
Retail	140,000	sf	9,800	7	8			4,900
Adaptive Reuse, General	244,000	sf	17,080	12	14			8,540
Adaptive Reuse, Retail	67,000	sf	4,690	3	4			2,345
Open Space	300	ac	30,000	21	25	180,000		0
Miscellaneous Structures	75,000	sf	5,625	4	5			1,875
Marina	400	Slips	20,000	14	17			0
Treasure Island School	105,000	sf	21,000	15	18			0
Police/Fire	30,000	sf	4,000	3	3			2,000
Misc. Small Community Facilities	13,500	sf	945	1	1			473
Pier 1 Community Center	35,000	sf	2,450	2	2			1,225
T1 Sailing Center	15,000	sf	1,050	1	1			525
Museum	75,000	sf	5,250	4	4			2,625
Department of Labor (DOL)			111,542	77	93			0
Coast Guard Facility			17,000	12	14			0
Utility Facilities	14,000	sf	980	1	1			490
Urban Farm	20	ac	2,000	1	2	60,000		0
<b>Totals</b>			<b>1,324,912</b>	<b>920</b>	<b>1,104</b>	<b>270,000</b>		<b>31,998</b>



Table 9.4 - Treasure Island Project Water Demand (with recycled water for residential toilet flushing)

DESCRIPTION OF USE		POTABLE WATER DEMAND				RECYCLED WATER DEMAND	
	No.	Unit	Average Daily Demand (gpd)	Average Daily Demand (gpm)	Maximum Daily Demand (gpm)	Average Daily Irrigation Demand (gpd)	Average Daily Building Demand (gpd)
Land Use							
Residential (with toilet recycled water)	8,000	Units	812,704	564	677	30,000	119,296
Hotel	500	Rooms	132,500	92	110		3,500
Office	100,000	sf	4,000	5	6		4,900
Retail	100,000	sf	9,800	7	8		8,540
Adaptive Reuse, General	244,000	sf	17,080	12	14		2,345
Adaptive Reuse, Retail	67,000	sf	4,000	3	4		0
Open Space	300	ac	30,000	21	25	180,000	
Miscellaneous Structures	75,000	sf	5,625	4	5		1,875
Marina	400	Slips	20,000	14	17		0
Treasure Island School	100,000	sf	21,000	15	18		0
Police/Fire	30,000	sf	4,000	3	3		2,000
Misc. Small Community Facilities	13,500	sf	945	1	1		473
Pier 1 Community Center	35,000	sf	2,450	2	2		1,225
TI Sailing Center	15,000	sf	1,050	1	1		525
Museum	75,000	sf	5,250	4	4		2,625
Department of Labor (DOL)			111,542	77	93		0
Coast Guard Facility			17,000	12	14		0
Utility Facilities	14,000	sf	980	1	1		490
Urban Farm	20	ac	2,000	1	2	60,000	0
Totals			1,205,616	837	1,005	270,000	151,294



**Table 9.5 Summary of Average and Maximum Daily Potable Water Demands**

Description of Demand	w/o Recycled Water in Residential Units mgd (gpm)	w/ Recycled Water in Residential Units mgd (gpm)
Average Daily Demand	1.32 (920)	1.21 (837)
Maximum Daily Demand	1.59 (1,104)	1.45 (1,005)

## 9.2.2 Proposed Water Supply

### 9.2.2.1 Primary Water Supply

The existing SFPUC pump station in San Francisco and 10-inch line on the western span of the Bay Bridge are adequate to provide the required water supply to the project at full build out and will continue to be the primary supply of water to Treasure Island. As with other water systems in the City, the SFPUC will continue to monitor the condition of this system and perform routine maintenance and repairs to ensure reliable service to the islands.

### 9.2.2.2 Emergency Water Supply

The emergency water supply to Treasure Island will continue to be from the EBMUD service in Oakland. Caltrans' construction of the new eastern span of the Bay Bridge, the Eastern Span Seismic Safety Project (ESSSP), is requiring modifications to the EBMUD service near the bridge abutment in Oakland and across the bridge. The new improvements will include:

- Relocation of the water main to the new Bay Bridge abutment.
- New pump station near the new bridge abutment in Oakland.
- New stub and shut off valve on YBI near column of the new bridge structure.

The SFPUC will construct all of these items as part of the ESSSP and are not considered part of this project.

The EBMUD emergency system will be capable of delivering approximately 1,800 gpm during emergency conditions. The system will continue to operate within the existing limit of 61 gpm in average annual flow. This modest routine use is needed to maintain the water quality in the line across the Bay Bridge. As with other water systems in the City, the SFPUC will continue to monitor the condition of this system and perform routine maintenance and repairs to ensure reliable service to the Islands.



### 9.2.3 Proposed Potable Water Storage

For the following discussion, all tank volumes described refer to “operational storage” that can be drawn from the tank at any given time. All tanks will require an additional amount of “dead storage” that cannot be accessed under normal operations.

The storage volume requirement for Treasure Island will be 2 days of maximum daily demand plus 4 hours of fire flow. The existing water storage tanks will be utilized on an interim basis during the initial phases of the Project but will eventually be replaced by the Developer once the project storage requirements exceed the existing volume available. The new water storage tanks will be sized to serve both the proposed new uses, as well as the existing uses that will remain.

Based on the maximum daily demand of 1.59 mgd and a fire flow of 3,500 gpm, the total water storage required for the full build out of the project is 4.02 million gallons. This volume assumes recycled water will not be allowed in the residential buildings. If recycled water is allowed within the residential buildings at the time the water tanks are constructed, the total volume will be reduced to 3.73 million gallons (1.45 mgd maximum daily demand plus 4 hours of fire flow).

In addition to the normal storage requirements described above, the storage design will also need the ability to accommodate the maintenance of storage tanks. During maintenance, one tank, or portions of a tank, will need to be taken out of service. During these regularly scheduled maintenance periods the SFPUC requires the Treasure Island project to maintain a minimum storage of 1 day maximum daily demand plus 4 hours of fire storage, or approximately 2.43 million gallons of storage, at all times.

In order to meet the emergency and maintenance storage requirements, the Developer will design and construct two tanks on YBI pursuant to SFPUC standards. The proposed tank locations are shown on Figure 9.1. The existing 1.0 million gallon, circular, steel water storage tank adjacent to Macalla Road will be replaced with a new 1.0 million gallon, above grade, circular, steel water storage tank in the existing location. The remainder of the storage will be in a 3.02 million gallon water storage tank located at a higher elevation on YBI. Two locations are being considered for this tank as shown on Figure 9.1. The final location of this tank will be determined during the Major Phase application that requires the addition of the tank. The 3.02 million gallon tank will be divided into two 1.51 million gallon cells to accommodate



maintenance and provide a minimum of 2.51 million gallons of storage at all times during maintenance. Together, the two tanks will provide 4.02 million gallons of storage.

The upper storage tank (3.02 million gallons) will be supplied by water pumped directly from the 10-inch supply line from San Francisco, and the back up supply from EBMUD during emergencies. Supply to the lower, 1.0 million gallon tank will flow from the 3.02 million gallon tank by gravity. Because of the elevation of the 1.0 million gallon tank, it is likely that there will need to be a pressure-reducing valve between the tank and the Treasure Island service area. The upper storage tank is not high enough to provide service with adequate pressure to the upper portions of YBI. Therefore, the Developer will design and construct a booster pump station with multiple pumps and emergency generator near the upper tank to provide fire flow and potable demands to these YBI areas.

#### **9.2.4 Proposed Potable Water Distribution System**

The Developer will be responsible for the design and construction of the proposed potable water distribution system. The California Code of Regulations, Title 22, requires that the water distribution system be capable of delivering the maximum daily demand coincident with the required fire flow. Based on the demand calculations described above, the proposed water system will be designed to deliver the maximum daily demand of 1,104 gpm (assumes no recycled water for toilet flushing in residential units) along with the design fire flow of 3,500 gpm with a minimum residual pressure of 20 pounds per square inch to the fire hydrants on the Island. Because of the elevations of the water tanks on YBI, the distribution system will include pressure-reducing valves at strategic locations to control the pressures at the lower elevations.

The Developer will replace the existing water distribution system in phases with a new water system installed to the SFPUC standards in place at the time of approval of this Infrastructure Plan. The pipe material for the new mains will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. A conceptual layout of the proposed potable water distribution system is shown on Figure 9.2.

##### **9.2.4.1 Location of Distribution System within New Streets**

Figure 9.3 shows the typical alignment of the new water system within the proposed streets.



#### **9.2.4.2 Potable Water System Design Criteria**

The design criteria used for the development of the potable water system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Potable Water Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the potable water system will be generally consistent with this Infrastructure Plan and the Potable Water Technical Memorandum.

### **9.3 Potable Water Fire Protection**

The potable water system will be the primary fire water supply for the Island. The recycled water system will provide a supplement fire water supply as described in Section 11.

The potable water system will be designed to provide the maximum daily demand plus a design fire flow of 3,500 gpm. The 3,500 gpm fire flow will provide adequate fire protection for the new construction. The existing historical structures to remain will be retrofitted with appropriate fire protection systems when they are remodeled for commercial use and will be designed based on the 3,500 gpm flow available. The 3,500 gpm fire flow is more than the existing system provides to the Job Corps and Coast Guard. Upgrades to existing building systems on the Job Corps and Coast Guard campus are not part of this project.

The Developer will coordinate with the SFFD for the final location of potable water fire hydrants around the Project.

### **9.4 Coast Guard and Job Corps**

The Developer will not replace the water facilities within the Coast Guard and Job Corps properties. The Developer will construct the new systems up to the boundary of these two property owners and connect to their existing systems.

### **9.5 Phases for Potable Water System Construction**

The Developer will design and install the new potable water system in phases to match the Sub-Phase of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phase will connect to the existing systems as close to the edge of the Sub-Phase area as possible while maintaining the integrity of the



existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing water distribution system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. The existing operational water storage tanks will be utilized during initial phases of the Project. As the phases of the Project result in water demand that exceeds the operational capacity of the existing storage tanks the Developer would replace and/or add storage tanks to meet projected demand. The Authority or the SFPUC will be responsible for maintenance of existing potable water facilities until replaced by the Developer. The SFPUC will be responsible for the new potable water facilities once construction of the Sub-Phase or new potable water facility is complete and accepted by the SFPUC.

#### **9.6 Major Phase Potable Water and Fire Protection Plan**

The Developer will prepare a Major Phase Potable Water and Fire Protection Plan in coordination with the Authority. The Major Phase Plan will be submitted with the Major Phase Application. This plan will include items such as:

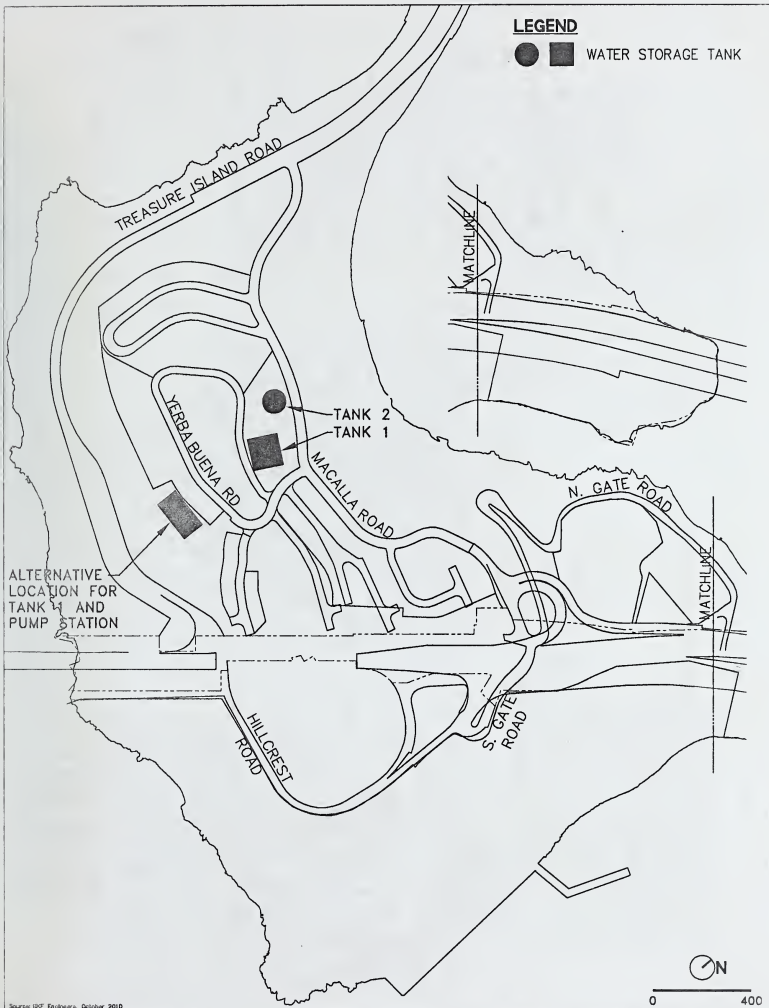
- Review of existing water system
- Calculation for pipe sizes
- Potable water system layout and connection points to existing system
- Water tank locations
- Fire hydrant layouts and fire truck access plan

The Major Phase Plan is not expected to substantially change the supply, storage and distribution of water described here.









Source: DCF Engineers, October 2010



SERVICE TO  
WWTF & RWTF

WWTF

RWTF

# LEGEND



JOB CORPS



USCG



PROPOSED WATER  
DISTRIBUTION PIPE



OPTIONAL PIPE  
LOCATION



EXISTING WATER PIPE



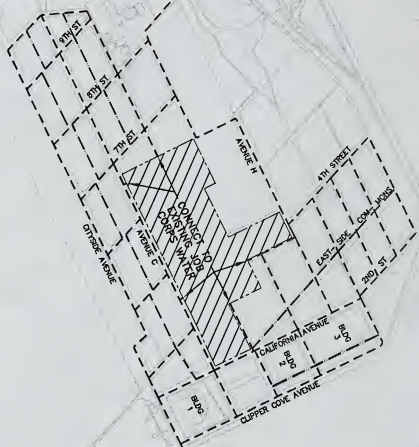
TANK



PUMP STATION



PRESSURE REDUCING  
VALVE



ALTERNATIVE  
LOCATION FOR  
TANK 1 AND  
PUMP STATION  
CONNECT TO  
EXISTING SFPUC  
SUPPLY LINE AT  
PR PUMP STATION

EXISTING 10"  
SUPPLY LINE  
FROM SFPUC

TANK 2  
TANK 1

CONNECT TO  
COAST GUARD  
WATER SERVICE

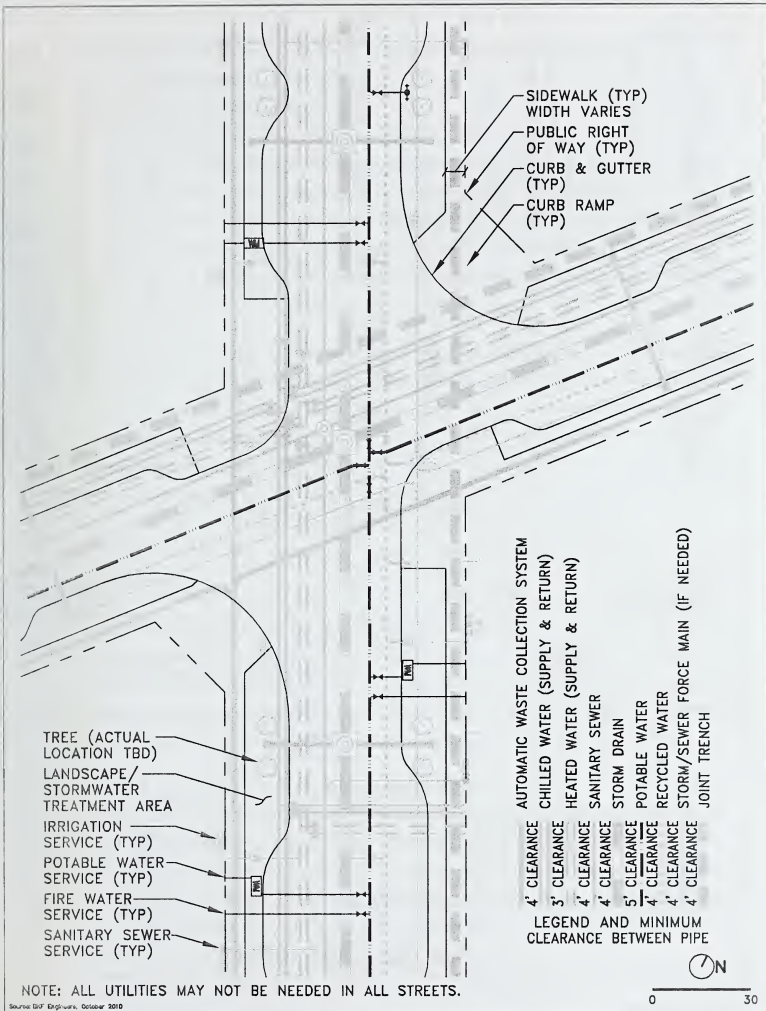
CONNECT TO 12"  
WATER LINE ON  
BAY BRIDGE

CONNECT TO  
EXISTING COAST  
GUARD SERVICE  
POINTS

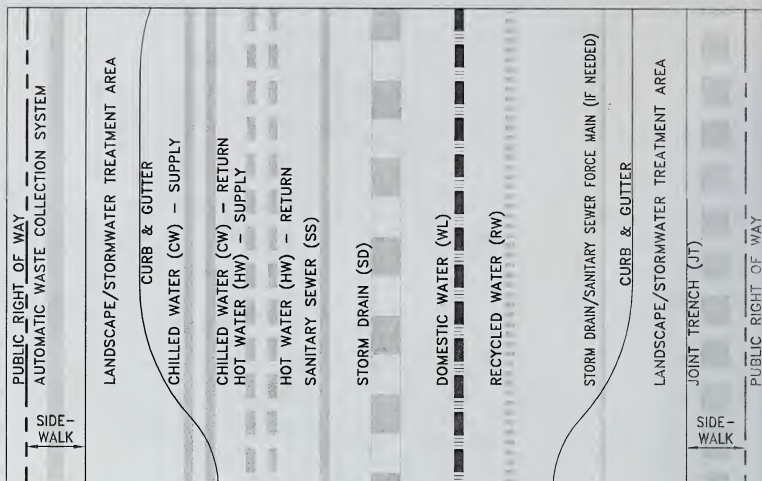


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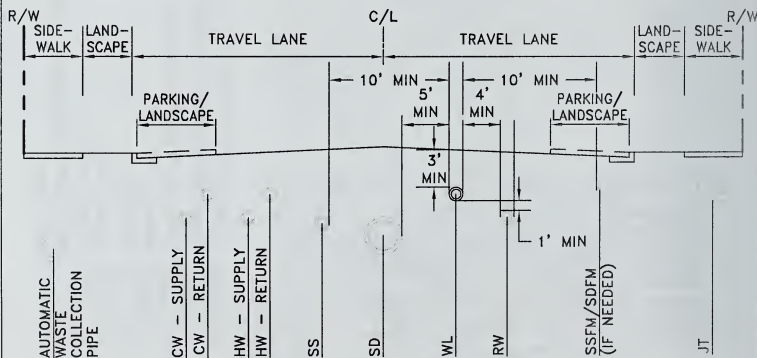






POTABLE WATER IN STREETS

1"=10'



TYPICAL UTILITY CROSS SECTION

1"=10'



## 10. WASTEWATER SYSTEM

### 10.1 Existing Wastewater System

#### 10.1.1 Existing Wastewater Collection System

Unlike most of San Francisco, the existing wastewater system on Treasure Island is a separate system from the storm drain system. The existing wastewater collection system for the Island consists of 4-inch to 12-inch diameter gravity lines, approximately 29 sewage pump/lift stations, and force mains ranging from 6- to 16-inch diameter. Pipe materials include PVC, asbestos cement, cast iron, steel, and vitrified clay. The pump/lift stations consist of both dry well and wet well systems.

The existing wastewater system on TI consists of 11 main drainage areas that pump into one force main trunk line. In general, each of these main drainage areas includes a combination gravity/lift station system that directs flow to its own central pump station. These pump stations then connect to the existing main trunk line that delivers the wastewater flow to the existing wastewater treatment facility located at the northeast corner of TI. The existing main trunk line begins in the southwest corner of TI near the Officers Club and follows California Avenue to the east and Avenue M to the north until it connects to the existing treatment facility. The total length of the main trunk line is approximately 5,300 feet and consists of 6- to 16-inch asbestos cement pipe.

The existing wastewater service on YBI is split into two systems. The eastern side of the Island, including the Coast Guard base, gravity drains to an existing pump station located under the Bay Bridge at the eastern tip of the Island. This pump station delivers the wastewater to the southern shore of TI via a 6-inch submarine force main. The western side of YBI gravity drains across the Causeway and connects to the TI system near the main entrance to TI.

#### 10.1.2 Existing Wastewater Treatment Facility (WWTF)

The existing WWTF is located at the northeastern corner of TI and treats wastewater from the existing development on Treasure Island. The WWTF was constructed in 1961 to provide primary treatment, and was upgraded to secondary treatment in 1969. A second upgrade came in 1989 to bring the WWTF to its current treatment capacity of 2.0 million gallons per day (mgd) average dry weather flow, with a peak wet weather capacity of 8.0 mgd. The SFPUC will



monitor the existing facility and upgrade/replace the system as necessary to meet the existing demands and increasing Project demands.

The discharge from the existing WWTF is governed by NPDES Permit No. CA0110116, Order No. R2-2010-001, issued by the California Regional Water Quality Control Board. The permit/order was adopted on January 10, 2010, became effective on March 1, 2010, and expires February 28, 2015. The permit allows a discharge of 2.0 mgd with a permitted peak flow, providing secondary treatment under wet weather conditions of 4.4 mgd.

The permit was issued to the Navy as the owner and discharger. The WWTF is currently operated by the SFPUC Wastewater Enterprise, under an agreement with the Navy. The SFPUC will take formal responsibility for the WWTF and its permit when Treasure Island is conveyed to the City.

## **10.2 Proposed Wastewater System**

### **10.2.1 Proposed Wastewater Demands**

The total estimated wastewater demands for the Project land uses are shown on Table 10.1 (without recycled water use in residential units for toilet flushing) and Table 10.2 (with recycled water use in residential units for toilet flushing). The wastewater demands are based on 95% of the potable water demands plus 100% of the recycled water used for non-irrigation purposes.

Table 10.3 includes a summary of the Average Dry Weather Flow (ADWF), Peak Dry Weather Flow (PDWF), and Peak Wet Weather Flow (PWWF), for the Project with, and without, the use of recycled water in the residential units.

The PDWF is 1.8 times the ADWF.

The PWWF is the PDWF plus an allowance for groundwater infiltration.

The assumed infiltration rate required by the SFPUC is 0.003 cfs (1.925.36 gpd) per acre for the development area. The Project development area where wastewater lines will be installed is approximately 300-acres (including the developed portions of TI, Department of Labor, YBI development area, and Coast Guard) for a total infiltration volume of 577,608 gpd.



Table 10.1 - Treasure Island Project Wastewater Demand  
(without recycled water for residential toilet flushing)

DESCRIPTION OF USE			POTABLE WATER DEMAND	RECYCLED WATER DEMAND	SEWER DEMAND
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Building Demand (gpd)	Average Daily Demand (gpd)
Residential	8,000	Units	932,000		885,400
Hotel	500	Rooms	132,500	3,500	129,375
Office	100,000	sf	7,000	3,500	10,150
Retail	100,000	sf	9,800	4,900	14,210
Adaptive Reuse, General	244,000	sf	17,080	8,540	24,766
Adaptive Reuse, Retail	67,000	sf	4,690	2,345	6,801
Open Space	300	ac	30,000		28,500
Miscellaneous Structures	75,000	sf	5,625	1,875	7,219
Marina	300	Slips	20,000	0	19,000
Treasure Island School	105,000	sf	21,000	0	19,950
Police/Fire	30,000	sf	9,300	2,000	5,800
Misc. Small Community Facilities	13,500	sf	945	473	1,370
Pier 1 Community Center	35,000	sf	2,450	1,225	3,553
TI Sailing Center	15,000	sf	1,050	525	1,523
Museum	75,000	sf	5,250	2,625	7,613
Department of Labor (DOL)			111,542	0	105,965
Coast Guard Facility			17,000	0	16,150
Utility Facilities	14,000	sf	980	490	1,421
Urban Farm	20	ac	2,000		1,900
Totals			1,324,912	31,998	1,290,664



Table 10.2 - Treasure Island Project Wastewater Demand  
(with recycled water for residential toilet flushing)

DESCRIPTION OF USE			POTABLE WATER DEMAND	RECYCLED WATER DEMAND	SEWER DEMAND
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Building Demand (gpd)	Average Daily Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	782,880	149,120	892,856
Hotel	500	Rooms	132,500	3,500	129,375
Office	100,000	sf	7,000	3,500	10,150
Retail	100,000	sf	9,800	4,900	14,210
Adaptive Reuse, General	244,000	sf	17,080	8,540	24,766
Adaptive Reuse, Retail	67,000	sf	4,690	2,345	6,801
Open Space	400	ac	30,000	0	28,500
Miscellaneous Structures	75,000	sf	5,625	1,875	7,219
Marina	400	Slips	20,000	0	19,000
Treasure Island School	105,000	sf	21,000	0	19,950
Police/Fire	30,000	sf	4,000	2,000	5,800
Misc. Small Community Facilities	13,500	sf	945	473	1,370
Pier 1 Community Center	35,000	sf	2,450	1,225	3,553
T1 Sailing Center	15,000	sf	1,050	525	1,523
Museum	75,000	sf	5,250	2,625	7,613
Department of Labor (DOL)			111,542	0	105,965
Coast Guard Facility			17,000	0	16,150
Utility Facilities	14,000	sf	980	490	1,421
Urban Farm	20	ac	2,000	0	1,900
Totals			1,175,792	181,118	1,298,120

Table 10.3 - Treasure Island Total Project Wastewater Demand Summary

Description of Flow	w/o Recycled Water in Residential Unit (gpd)	w/ Recycled Water in Residential Unit (gpd)
ADWF	1,290,664	1,298,120
PDWF	2,323,195	2,336,616
PWWF	2,900,803	2,914,224



### **10.2.2 Proposed Wastewater Collection System**

The Developer will be responsible for the design and construction of the proposed wastewater collection system. The Developer will replace the existing wastewater collection system in phases with a new collection system installed to the SFPUC standards in place at the time of approval of this Infrastructure Plan. The pipe material for the new system will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. All of the existing pump/lift stations will be removed or replaced with new stations in phases designed to SFPUC standards as needed to serve the Project.

For YBI, the proposed system for the eastern side of the Island will gravity flow to a new pump station located under the Bay Bridge near the Coast Guard facility. This new pump station will replace the existing pump station that currently serves the eastern side of YBI and the Coast Guard. There are two alternative routes from this pump station; 1) the pump station will deliver wastewater flows back up to the top of the YBI where it will then utilize gravity to flow down to the TI system, or 2) the pump station will deliver flows to the existing submarine force main that currently serves the eastern side of YBI and connect to the TI system. The Developer will coordinate with the SFPUC to determine the preferred route during the Major Phase Application process. The western half of YBI will utilize a gravity system to serve the residential units and connect to the TI system within the Causeway.

A conceptual layout of the proposed wastewater collection system is shown on Figure 10.1.

#### **10.2.2.1 Location of Wastewater System within New Streets**

Figure 10.2 shows the typical alignment of the new wastewater system within the proposed streets.

The angled streets on TI will require a 68-degree reverse angle wastewater flow through manholes at many intersections (see Figure 10.1).

#### **10.2.2.2 Wastewater System Design Criteria**

The design criteria used for the development of the wastewater system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Wastewater Technical Memorandum submitted by the Developer. In subdivision



processing, including the review and approval of subdivision improvements plans. the precise location and final design of the potable water system will be generally consistent with this Infrastructure Plan and the Wastewater Technical Memorandum.

#### **10.2.2.3 Sanitary Sewer Overflow Mitigations**

The State of California has recently adopted a Sanitary Sewer Overflow (SSO) Policy to eliminate, to the extent possible, the potential for sewer overflows into the San Francisco Bay. The potential for SSO occurs when pump stations fail, or if lines become plugged. To prevent potential SSOs, the pump stations proposed for the Project will include redundant pumps, alarm systems and emergency backup power supplies to run the pump stations when the power is out.

### **10.3 Proposed Wastewater Treatment Facility (WWTF)**

A new, or upgraded, WWTF will be constructed at or near the existing WWTF site. The SFPUC will finance, design, build, own, and operate the new WWTF. The WWTF would be upgraded and its capacity increased in order to meet projected demands in each Major Phase as the Project progresses. The new or upgraded WWTF will have the capacity to treat the estimated average dry-weather build out flow of 1.3 mgd (based on 95 percent of potable water demand and all of the recycled water demand except that used for irrigation) and the estimated peak wet-weather flow of 2.9 mgd (based on SFPUC standard peaking factors and inflow and infiltration allowance).

The treatment process will start with primary and secondary treatment. The specifics of these processes will be determined by the SFPUC. The volume of effluent needed for recycled water would then undergo further treatment to meet the requirements for use as recycled water in appropriate plumbing fixtures and for irrigation.

Two variants in the wastewater treatment process, each involving wetlands, are under consideration by the SFPUC. These wetlands, if constructed by the SFPUC, would be separate from the 10-15 acre wetland proposed to treat stormwater before discharge to the Bay (see Section 12).

Under the first variant, treated effluent to be used for recycled water would be discharged to a wetlands designed and constructed by the SFPUC for tertiary treatment before additional treatment







The SFPUC will be responsible for the existing WWTF. The existing/new/upgraded WWTF will be designed and constructed by the SFPUC during each phase to meet the ongoing and increasing flow requirements of the Project. The Developer will provide the SFPUC with the anticipated Sub-Phase schedule and wastewater demands.

#### **10.6 Major Phase Wastewater System Plan**

The Developer will prepare a Major Phase Wastewater System Plan in coordination with the Authority. The Major Phase Plan will be submitted with the Major Phase Application. This plan will include such items as:

- Review of existing wastewater collection system
- Calculation for pipe and pump sizes
- Wastewater system layout and connection points to existing system
- Proposed pump station locations

The Major Phase Plan is not expected to substantially change the wastewater system described here.



### **10.2.2 Proposed Wastewater Collection System**

The Developer will be responsible for the design and construction of the proposed wastewater collection system. The Developer will replace the existing wastewater collection system in phases with a new collection system installed to the SFPUC standards in place at the time of approval of this Infrastructure Plan. The pipe material for the new system will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. All of the existing pump/lift stations will be removed or replaced with new stations in phases designed to SFPUC standards as needed to serve the Project.

For YBI, the proposed system for the eastern side of the Island will gravity flow to a new pump station located under the Bay Bridge near the Coast Guard facility. This new pump station will replace the existing pump station that currently serves the eastern side of YBI and the Coast Guard. There are two alternative routes from this pump station; 1) the pump station will deliver wastewater flows back up to the top of the YBI where it will then utilize gravity to flow down to the TI system, or 2) the pump station will deliver flows to the existing submarine force main that currently serves the eastern side of YBI and connect to the TI system. The Developer will coordinate with the SFPUC to determine the preferred route during the Major Phase Application process. The western half of YBI will utilize a gravity system to serve the residential units and connect to the TI system within the Causeway.

A conceptual layout of the proposed wastewater collection system is shown on Figure 10.1.

#### **10.2.2.1 Location of Wastewater System within New Streets**

Figure 10.2 shows the typical alignment of the new wastewater system within the proposed streets.

The angled streets on TI will require a 68-degree reverse angle wastewater flow through manholes at many intersections (see Figure 10.1).

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processing, including the review and approval of subdivision improvements plans, the precise location and final design of the potable water system will be generally consistent with this Infrastructure Plan and the Wastewater Technical Memorandum.

#### **10.2.2.3 Sanitary Sewer Overflow Mitigations**

The State of California has recently adopted a Sanitary Sewer Overflow (SSO) Policy to eliminate, to the extent possible, the potential for sewer overflows into the San Francisco Bay. The potential for SSO occurs when pump stations fail, or if lines become plugged. To prevent potential SSOs, the pump stations proposed for the Project will include redundant pumps, alarm systems and emergency backup power supplies to run the pump stations when the power is out.

#### **10.3 Proposed Wastewater Treatment Facility (WWTF)**

A new, or upgraded, WWTF will be constructed at or near the existing WWTF site. The SFPUC will finance, design, build, own, and operate the new WWTF. The WWTF would be upgraded and its capacity increased in order to meet projected demands in each Major Phase as the Project progresses. The new or upgraded WWTF will have the capacity to treat the estimated average dry-weather build out flow of 1.3 mgd (based on 95 percent of potable water demand and all of the recycled water demand except that used for irrigation) and the estimated peak wet-weather flow of 2.9 mgd (based on SFPUC standard peaking factors and inflow and infiltration allowance).

The treatment process will start with primary and secondary treatment. The specifics of these processes will be determined by the SFPUC. The volume of effluent needed for recycled water would then undergo further treatment to meet the requirements for use as recycled water in appropriate plumbing fixtures and for irrigation.

Two variants in the wastewater treatment process, each involving wetlands, are under consideration by the SFPUC. These wetlands, if constructed by the SFPUC, would be separate from the 10-15 acre wetland proposed to treat stormwater before discharge to the Bay (see Section 12).

Under the first variant, treated effluent to be used for recycled water would be discharged to a wetlands designed and constructed by the SFPUC for tertiary treatment before additional treatment



to meet the recycled water quality standards. The wetlands would occupy about 5-acres and would include both open water areas and planted areas, with the water depth varying from 1.5 to 4 feet.

Under the second variant, effluent would undergo treatment to meet recycled water standards and then would be discharged to constructed wetlands prior to being discharged through the outfall. The recycled water needed for the Project, however, would not pass through these wetlands. These wetlands would occupy about 2 to 4 acres of land, with water depth varying from 1.5 to 4-feet.

#### **10.3.1 Revisions to Existing NPDES Permit**

The SFPUC will process amendments to the existing NPDES permit described above for the new/upgraded WWTF. The new permit will need to reflect the treatment processes that will be constructed, and the projected/permitted flows.

#### **10.4 Coast Guard and Job Corps**

The Developer will not replace the wastewater facilities within the Coast Guard and Job Corps properties. The Developer will construct new systems up to the boundary of these two property owners and connect to their existing systems.

#### **10.5 Phases for Wastewater System Construction**

The Developer will design and install the new wastewater collection system to match the Sub-Phases of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing systems as close to the edge of the new Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing wastewater collection system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. The existing wastewater pump/lift stations will continue to be used during the initial Sub-Phases of the Project. The existing pump/lift stations located within each Sub-Phase will be removed or replaced with that Sub-Phase. The Authority or the SFPUC will be responsible for maintenance of existing collection facilities until replaced by the Developer. The SFPUC will be responsible for the new wastewater collection facilities once construction of the Sub-Phase or new wastewater collection facility is complete and accepted by the SFPUC.



The SFPUC will be responsible for the existing WWTF. The existing/new/upgraded WWTF will be designed and constructed by the SFPUC during each phase to meet the ongoing and increasing flow requirements of the Project. The Developer will provide the SFPUC with the anticipated Sub-Phase schedule and wastewater demands.

#### **10.6 Major Phase Wastewater System Plan**

The Developer will prepare a Major Phase Wastewater System Plan in coordination with the Authority. The Major Phase Plan will be submitted with the Major Phase Application. This plan will include such items as:

- Review of existing wastewater collection system
- Calculation for pipe and pump sizes
- Wastewater system layout and connection points to existing system
- Proposed pump station locations

The Major Phase Plan is not expected to substantially change the wastewater system described here.



SFPUC WASTEWATER  
TREATMENT FACILITY

# **LEGEND**



JOB CORPS



USCG

--- GRAVITY PIPE

— FORCE MAIN

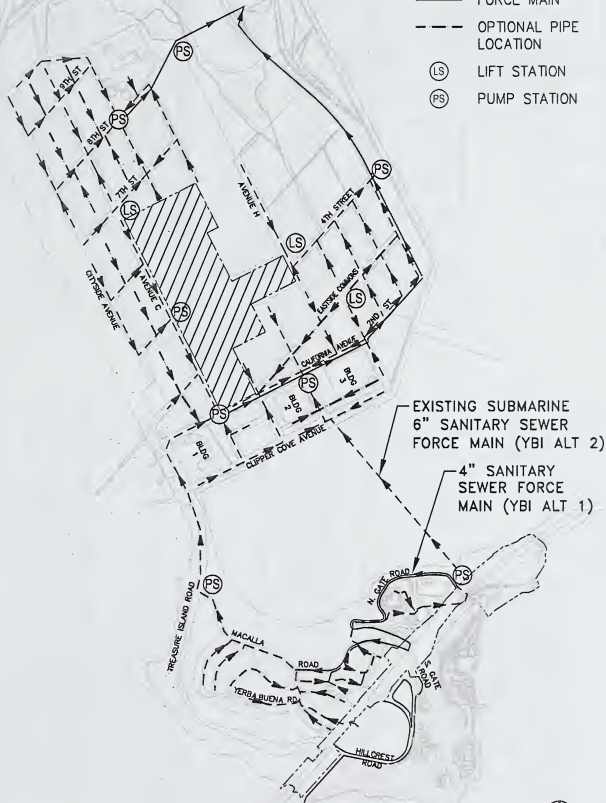
--- OPTIONAL PIPE  
LOCATION



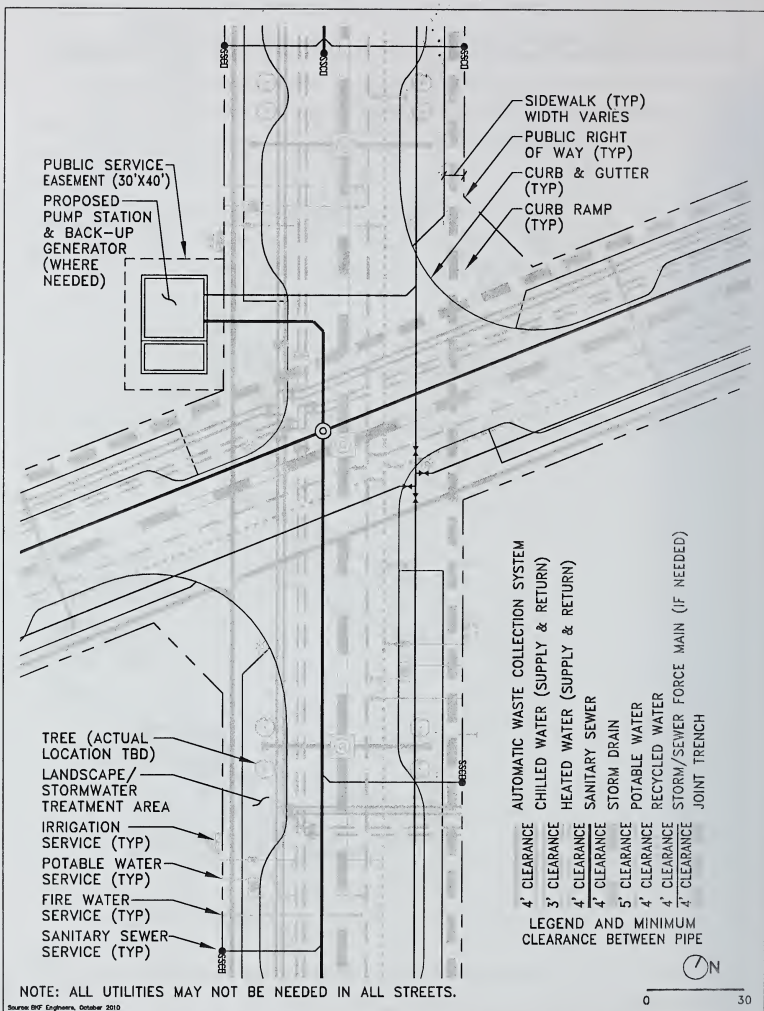
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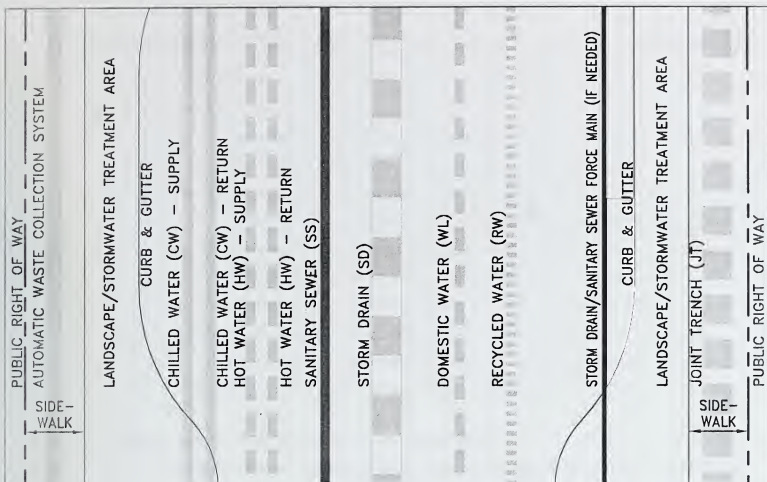
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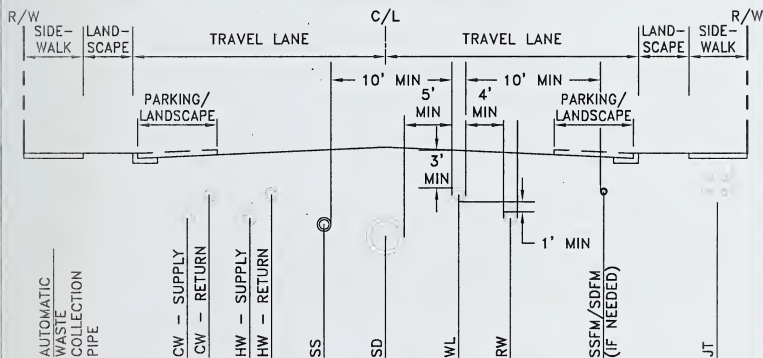






POTABLE WATER IN STREETS

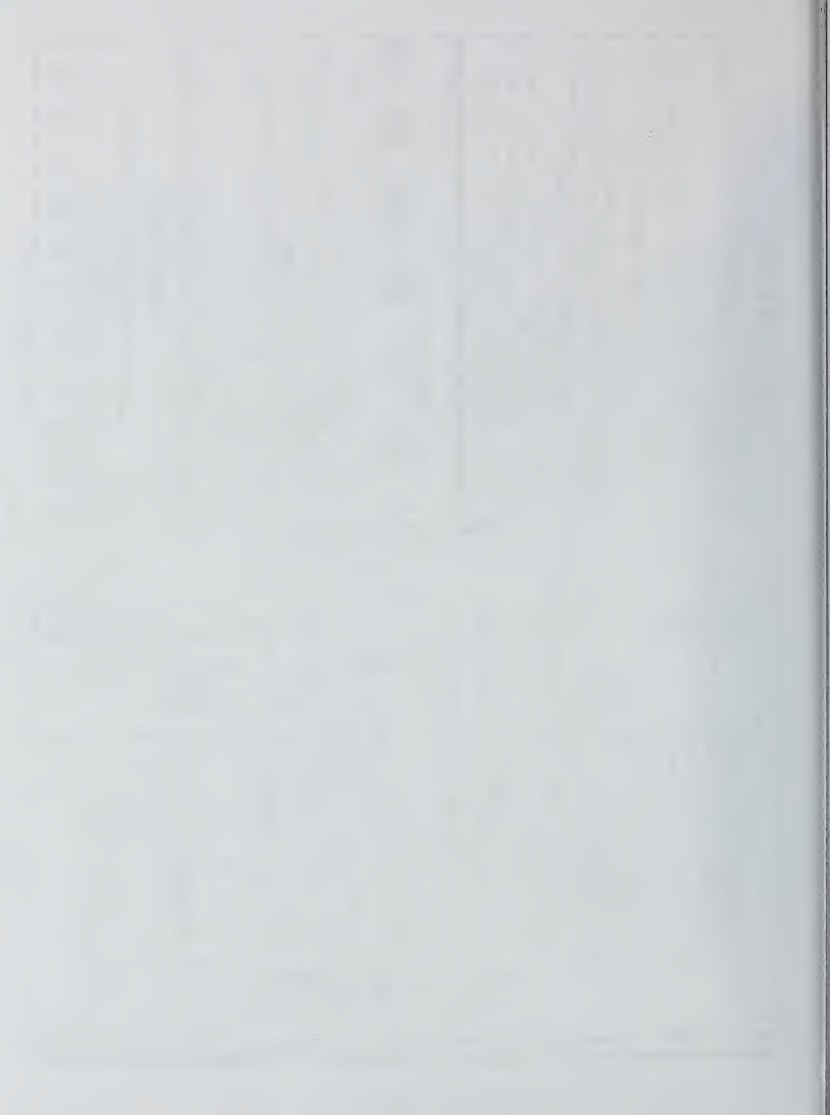
1"=10'



TYPICAL UTILITY CROSS SECTION

1"=10'







## 11. RECYCLED WATER SYSTEM

### 11.1 Existing System

Treasure Island does not currently have a recycled water system.

### 11.2 Proposed Recycled Water System

#### 11.2.1 Proposed Recycled Water Demands

Recycled water will be used on TI for irrigation of the open space areas, urban farm, roadside planter areas, landscape water features, and appropriate plumbing fixtures within commercial buildings. Recycled water may also be used to maintain water levels in the storm water treatment wetlands during the dry season. In addition, recycled water will be used on TI for appropriate plumbing fixtures in residential buildings to the extent permitted at the time of construction. Recycled water will not be used on YBI due to its distance from the recycled treatment plant and the pumping that would be required to meet the elevation change.

The recycled water demands for the various uses are shown in Table 11.1. Two residential demand factors have been included; 1) without recycled water for residential toilet flushing, and 2) with recycled water for residential toilet flushing. The total estimated demands are shown on Table 11.2 (without recycled water use in residential units for toilet flushing) and Table 11.3 (with recycled water use in residential units for toilet flushing).

#### 11.2.2 Supplemental Source for Fire Protection

In addition to the recycled water demands described above, the recycled water system will also provide a supplemental source of water for fire protection in case of emergency. Fire protection will not increase the average daily demand for recycled water but will increase the storage requirements and require a more robust distribution system as described below.

In addition to the recycled water system for a supplemental source of fire protection, the Developer will install two fire boat manifolds (one near the new Ferry Quay, and one near Pier 1), and two wharf hydrants (one near each historic hangar building). These items will allow the SFFD to draw bay water on to TI in case of emergency. The locations of these facilities are shown on Figure 11.1.



### **11.2.3 Proposed Recycled Water Treatment Facility (RWTF)**

A new RWTF will be constructed at or near the Waste Water Treatment Facility (WWTF). The SFPUC will finance, design, build, own, and operate the new RWTF. The WWTF will be sized to meet the average long-term recycled water demand of 0.42 million gallons per day (mgd) and will provide recycled water treated to meet the requirements for use as recycled water in appropriate plumbing fixtures and irrigation.

If the recycled water demand exceeds the recycled water supply during the first Sub-Phases of the Project, the excess demand will be provided by the potable water system. The potable water system will be designed with the ability for the SFPUC to make a temporary connection to the recycled water system. The temporary connection will be removed by the SFPUC once the recycled supply is sufficient to meet the demands.



Table 11.1 – Recycled Water Demand Factors

Land Use	Domestic Water Demand Factor	Notes
Residential (w/o recycled water)	0 gallons per day per unit for toilet flushing 30,000 gpd total for irrigation within the development area	
Residential (w/ recycled water)	14.9 gpd/u of recycled water for toilet flushing 30,000 gpd total for irrigation within the development area	SFPUC 2030 water conserving projections Resident/unit based on SFPUC Demands Report
Hotel	7 gpd/room of rec. water for toilet flushing Assumes no grounds around the hotel for irrigation demand	AWWA Standard
Office / Retail / Commercial	0.0344 gpd/sf of recycled water for appropriate plumbing fixtures	
Adaptive Reuse	0.0344 gpd/sf of recycled water for appropriate plumbing fixtures	
Open Space	180,000 gpd for irrigation demand	
Misc. Structures	0.025 gpd/sf of recycled water for appropriate plumbing fixtures	Includes miscellaneous structures in open space, and YBI historic structures
Marina	0 gallons per day	
School	0 gallons per day	
Police/Fire Station	0.067 gpd/sf of recycled water for appropriate plumbing fixtures	
Misc. Small Community Facilities	0.0344 gpd of recycled water for appropriate plumbing fixtures	
Pier 1 Community Center	0.034 gpd/sf of recycled water for appropriate plumbing fixtures	
Sailing Center	0.034 gpd/sf of recycled water for appropriate plumbing fixtures	
Museum	0.034 gpd/sf of recycled water for appropriate plumbing fixtures	
Department of Labor	0 gallons per day	
Coast Guard Facility	0 gallons per day	
Utility Facilities	0.034 gpd/sf of recycled water for appropriate plumbing fixtures	
Urban Farm	60,000 gpd for irrigation demand.	



**Table 11.2 - Treasure Island Project Recycled Water Demand  
(without recycled water for residential toilet flushing)**

DESCRIPTION OF USE			RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Irrigation Demand (gpd)	Average Daily Building Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	30,000	0
Hotel	500	Rooms		3,500
Office	100,000	sf		3,500
Retail	140,000	sf		4,900
Adaptive Reuse, General	244,000	sf		8,540
Adaptive Reuse, Retail	67,000	sf		2,345
Open Space	300	ac	180,000	0
Miscellaneous Structures	75,000	sf		1,875
Marina	400	Slips		0
Treasure Island School	105,000	sf		0
Police/Fire	30,000	sf		2,000
Misc. Small Community Facilities	13,500	sf		473
Pier 1 Community Center	35,000	sf		1,225
TI Sailing Center	15,000	sf		525
Museum	75,000	sf		2,625
Department of Labor (DOL)				0
Coast Guard Facility				0
Utility Facilities	14,000	sf		490
Urban Farm	20	ac	60,000	0
<b>Totals</b>			<b>270,000</b>	<b>31,998</b>



Table 11.3 - Treasure Island Project Recycled Water Demand  
(with recycled water for residential toilet flushing)

DESCRIPTION OF USE			RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Irrigation Demand (gpd)	Average Daily Building Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	30,000	119,296
Hotel	500	Rooms		3,500
Office	100,000	sf		3,500
Retail	140,000	sf		4,900
Adaptive Reuse, General	244,000	sf		8,540
Adaptive Reuse, Retail	67,000	sf		2,345
Open Space	300	ac	180,000	0
Miscellaneous Structures	75,000	sf		1,875
Marina	400	Slips		0
Treasure Island School	105,000	sf		0
Police/Fire	30,000	sf		2,000
Misc. Small Community Facilities	13,500	sf		473
Pier 1 Community Center	35,000	sf		1,225
TI Sailing Center	15,000	sf		525
Museum	75,000	sf		2,625
Department of Labor (DOL)				0
Coast Guard Facility				0
Utility Facilities	14,000	sf		490
Urban Farm	20	ac	60,000	0
<b>Totals</b>			<b>270,000</b>	<b>151,294</b>



#### **11.2.4 Proposed Recycled Water Storage and Pumps**

For the following discussion, all tank volumes described refer to “operational storage” that can be drawn from the tank at any given time. All tanks will require an additional amount of “dead storage” that cannot be accessed under normal operations.

Storage tanks for the recycled water system will be constructed near the RWTF.

The storage volume requirement for recycled water will be 1 day of average daily demand plus 4 hours of fire flow. Based on the average daily demand of 0.42 mgd and the required fire flow of 3,500 gpm, the total recycled water storage for full build out is 1.26 million gallons. Multiple tanks may be used to separate the fire demand from the average daily demand, or to accommodate the phased Project schedule.

The recycled water tank designs will include the ability to supplement the recycled water supply with the potable water supply if the recycled supply is interrupted or for scheduled maintenance on the recycled storage tanks.

A pump station capable of delivering the recycled demand through the distribution system will be constructed adjacent to the recycled water storage tanks. The pump station design will include redundant pumps and emergency backup power.

The SFPUC will finance, design, build, and own the recycled water tanks and pump station. The Developer will reimburse the SFPUC for the cost to construct the fire protection portion of the tanks, pump station and other improvements required for fire protection. The reimbursement amount will be based on the following percentages:

- 100% for tanks and pumps only used for fire protection
- 67% (percentage of storage requirement) for tanks and pumps used for both fire and Project demands

#### **11.2.5 Proposed Recycled Water Distribution**

The Developer will be responsible for the design and construction of the proposed recycled water distribution system. The recycled water distribution system will be designed to deliver the average daily demand coincident with the required fire flow of 3,500 gpm with a minimum residual pressure of 20 pounds per square inch to the recycled water fire hydrants on TI.



The Developer will install the recycled water system in phases to match the Project phasing. The system will be designed and installed to the SFPUC standards in place at the time of approval of this Infrastructure Plan. Alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. A conceptual layout of the proposed recycled water system is shown on Figure 11.1.

#### **11.2.5.1 Location of Distribution System within New Streets**

Figure 11.2 shows the typical alignment of the new recycled water system within the proposed streets. The Developer will coordinate with the SFFD for the final location of the fire hydrants.

#### **11.2.5.2 Recycled Water System Design Criteria**

The design criteria used for the development of the recycled water system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Recycled Water Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the potable water system will be generally consistent with this Infrastructure Plan and the Recycled Water Technical Memorandum.

### **11.3 Recycled Water Fire Protection**

The recycled water system will be used for a supplemental source of water for fire protection in case of emergency. As described above, the recycled distribution system will be sized to deliver the average daily demand coincident with the required fire flow of 3,500 gpm with a minimum residual pressure of 20 pounds per square inch to the recycled water fire hydrants on TI. The conceptual location of the recycled water hydrants are shown on Figure 11.1. The hydrants are spaced around TI to provide approximately 750-foot hose lengths along the street from the recycled hydrant to the farthest building. The final location of the hydrants will be coordinated with the SFFD during the Major Phase Applications.

### **11.4 Coast Guard**

The Developer will not construct the recycled water system on the Coast Guard property.



### **11.5 Phases for Recycled Water System Construction**

The Developer will design and install the new recycled water distribution system in phases to match the recycled water use demands of each Sub-Phase of the Project. The amount of the system constructed with each Sub-Phase will be the minimum necessary to serve the Sub-Phase.

The SFPUC will construct the recycled water storage tanks in phases to meet the Sub-Phase requirements. If the recycled water demand exceeds the recycled water supply during the first phases of the Project, the excess demand will be provided by the potable water system. The potable water system will be temporarily connected to the recycled water system. This temporary connection will include a backflow prevention device approved by the SFPUC. The connection will be removed by the SFPUC once the recycled supply is sufficient to meet the demands.

The SFPUC will be responsible for the recycled water system once the Sub-Phase or new recycled water system is complete and accepted by the SFPUC.

### **11.6 Major Phase Recycled Water System Plan**

The Developer will prepare a Major Phase Recycled Water System Plan in coordination with the Authority. The Major Phase Plan will be submitted with the Major Phase Application. This plan will include items such as:


- Calculation for pipe sizes
- Recycled water system layout
- Recycled water tank locations
- Recycled water fire hydrant locations.

The Major Phase Plan is not expected to substantially change the supply, storage and distribution of recycled water described here.



SFPUC RECYCLED  
WATER TREATMENT  
FACILITY

# **LEGEND**

 JOB CORPS

 USCG

--- RECYCLED WATER  
DISTRIBUTION PIPE

- - - OPTIONAL PIPE  
LOCATION

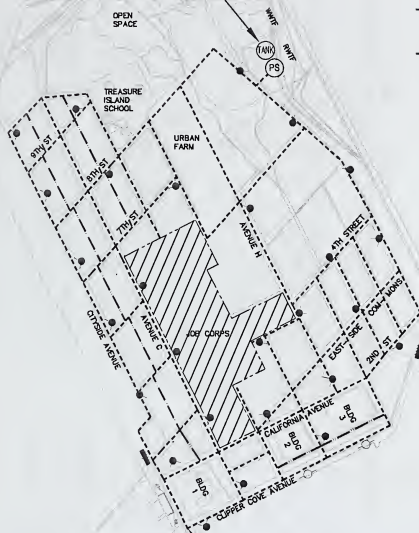
(T) TANK

(PS) PUMP STATION

● RECYCLED WATER  
FIRE HYDRANT

○ WHARF FIRE HYDRANT

— FIRE BOAT MANIFOLD



RECYCLED WATER SYSTEM  
DOES NOT EXTEND TO YBI

TREASURE ISLAND ROAD

MACALLA

ROAD

YERBA BUENA RD

N. GATE ROAD

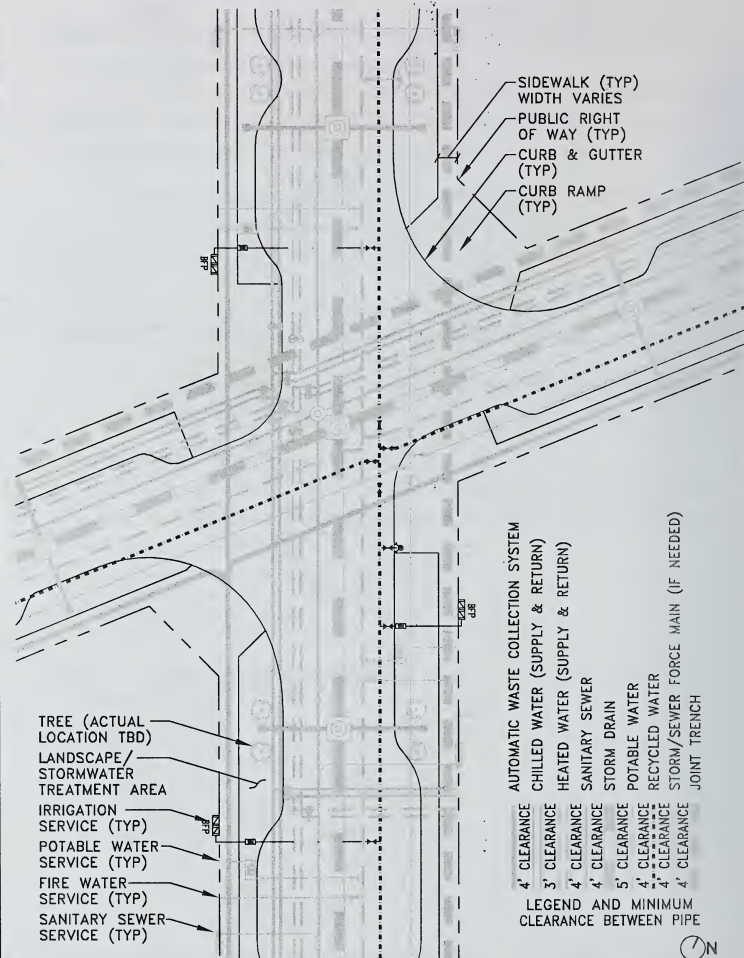
S. GATE ROAD

HILLCREST ROAD

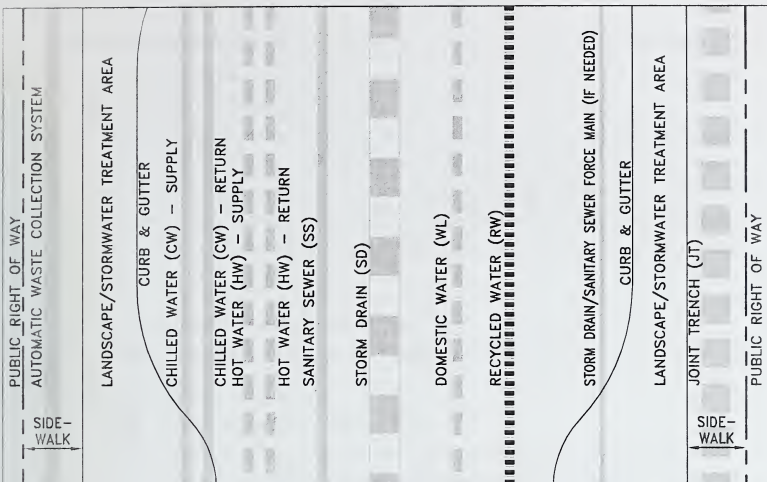


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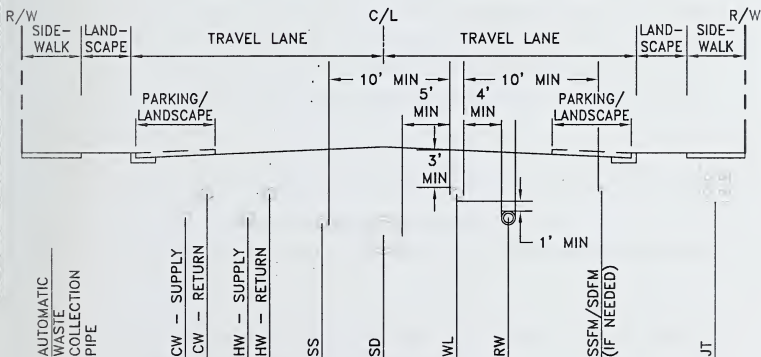






POTABLE WATER IN STREETS

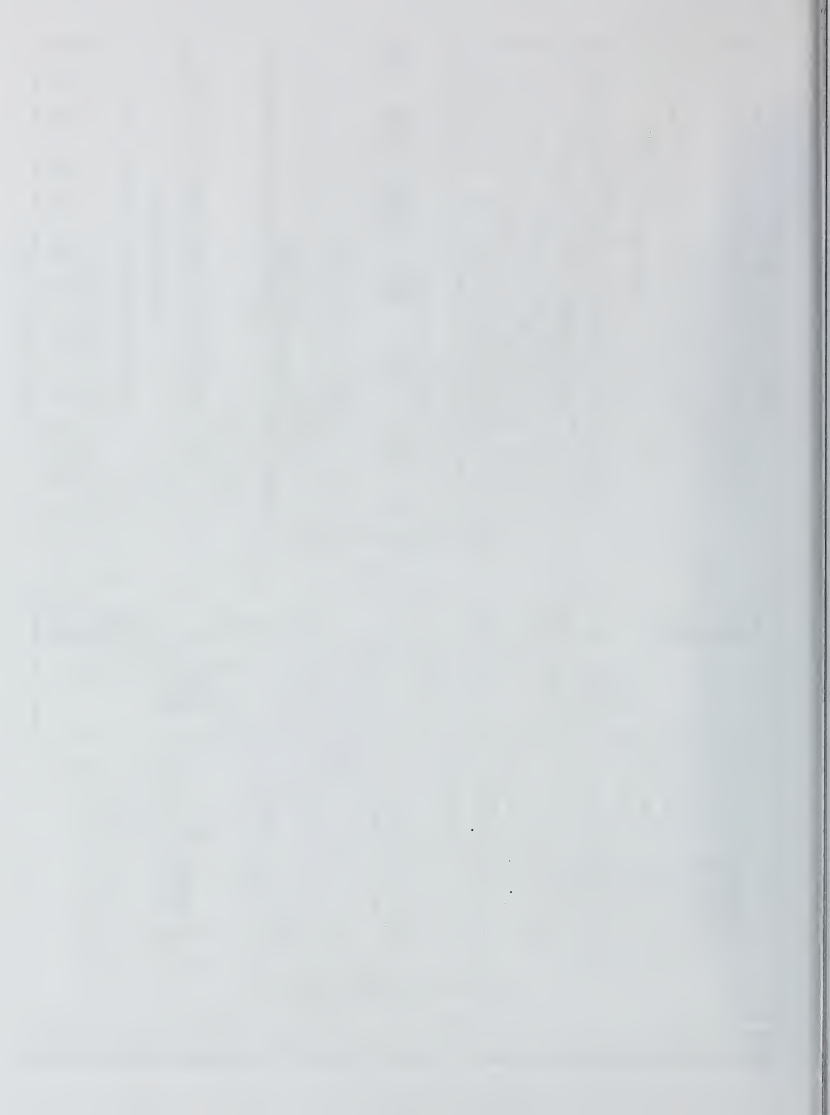
1"=10'



TYPICAL UTILITY CROSS SECTION

1"=10'







## 12. STORMWATER SYSTEM

### 12.1 Existing Stormwater Collection System

The existing stormwater system on Treasure Island is separated from the wastewater collection and treatment system. The existing stormwater system for the two islands consists of 6- to 42-inch diameter gravity pipes and lift stations with various-sized outfalls along the perimeter of the Islands that discharge directly into the San Francisco Bay. Existing pipe materials include PVC, asbestos cement, VCP, RCP and steel. There are approximately 31 existing outfalls on TI and approximately 32 outfalls on YBI.

#### 12.1.1 Existing Stormwater Treatment Systems

There is currently no treatment of stormwater prior to discharge to the Bay.

### 12.2 Proposed Stormwater System

#### 12.2.1 Proposed Stormwater Collection System

The Developer will be responsible for the design and construction of the proposed stormwater collection system. The Developer will replace the existing stormwater collection system in phases to the SFPUC standards in place at the time of approval of this Infrastructure Plan. The proposed stormwater system will be a combination of gravity lines, lift stations, pump stations and outfalls to the Bay. The pipe material for the new system will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. All of the existing pump/lift stations will be removed or replaced with new stations in phases designed to SFPUC standards as needed to serve the Project.

A conceptual layout of the proposed stormwater collection system is shown on Figure 12.1.

##### 12.2.1.1 Location of Stormwater System within New Streets

Figure 12.2 shows the typical alignment of the new stormwater system within the proposed streets.

The angled streets on TI will require a 68-degree reverse angle stormwater flow through manholes at many intersections (see Figure 12.1).



### 12.2.1.2 Stormwater System Design Criteria

The design criteria used for the development of the stormwater system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Stormwater Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the stormwater system will be generally consistent with this Infrastructure Plan and the Stormwater Technical Memorandum.

The following design criteria will be used to design the new stormwater collection system;

#### 1. Design Storm Frequency:

A 5-year rain event as defined by the "San Francisco Rainfall Rate Table 1941 Plan I-3903.4" will be maintained within the stormwater system. Storm frequency larger than 5-years will be allowed to run in the streets as overland flow.

#### 2. Design Tide:

The stormwater collection system will be designed to accommodate 100-year tide elevations. Moffatt & Nichol has completed an Extreme High Water Level Analysis to determine the 100-year high tide as part of their April, 2009 "Treasure Island Coastal Flooding Study". Based on their review of the historic tide data for the San Francisco Bay the 100-year high tide, or Base Flood Elevation (BFE), for Treasure Island is 9.2 (NAVD88).

The potential for sea level rise induced by global warming could increase the BFE in the future. The State of California's 2009 Draft Climate Adaptation Strategy Report includes guidance to State agencies addressing climate change adaptation, and BCDC has proposed Bay Plan amendment language, which includes guidance for addressing future sea level rise (SLR) scenarios associated with planning and permitting development in potentially susceptible areas. These are:

- 16 inches by 2050
- 55 inches by 2100

A description of Sea Level Rise and the Adaptive Management strategy proposed for the Treasure Island storm water system are included in Section 5.



### 3. Hydraulic Grade Line:

The minimum hydraulic grade line for the different tide events, locations around the Island, and SLR are described in Table 12.1.

#### 12.2.2 Proposed Outfall Structures

The stormwater outfall structures will be located at the perimeter of the Island and discharge to the Bay. See Figure 12.1 for approximate locations. The outfall structure will include the combination of an inlet sized to accommodate the 100-year overland release flows from the development area, a structure containing a "Tideflex" device that will keep the Bay water from backing up into the Island system during high tides, and the outfall structure in the Bay. The outfall elements will be sized to accommodate the 100-year storm flow volumes plus anticipated wave overtopping. See Figure 12.3 for a conceptual plan view and section of the outfall structures.



Table 12.1-Hydraulic Requirements

Minimum Design Criteria	
Initial Infrastructure Design	Stormwater System
	5 to 100-year storm
Tide/SLR Condition	<p>Flow in Pipes Design Storm: 5-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): Generally 2-feet, no less than 1-foot Minimum Freeboard (parks/open space): Ponding allowed</p>
Current Tide Condition	<p>Overland Flow Design Storm: 5 to 100-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): Allowed to flow within street Minimum Freeboard (parks/open space): Ponding allowed</p>
SLR Condition: up to 16-inches	<p><i>Adaptive Management Strategy : reduce freeboard allowance</i></p> <p>Flow in Pipes Design Storm: 5-year event Design Tide: Current 100-year high tide + SLR (16-inches) Minimum Freeboard (Streets): generally 8-inches, no ponding in the streets Minimum Freeboard (parks/open space): Ponding allowed</p>
SLR Condition: 16-inches to 36-inches	<p><i>Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.</i></p> <p>Flow in Pipes Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Generally 2-feet, no less than 1-foot Minimum Freeboard (parks/open space): Ponding allowed</p>
SLR Condition: greater than 36-inches	<p><i>Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.</i></p> <p>Overland Flow Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street Minimum Freeboard (parks/open space): Ponding allowed</p>
<i>Infrastructure Adjustments for Future SLR</i>	
<i>Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.</i>	
Overland Flow	
Design Storm: 5 to 100-year event	
Design Tide: 100-year high tide at that time + SLR (guidance at that time)	
Minimum Freeboard (streets): Allowed to flow in street	
Minimum Freeboard (parks/open space): Ponding allowed	
<i>Adaptive Management Strategy : when freeboard violates minimum allowance of 8-inches, implement modifications to storm drainage system.</i>	
Overland Flow	
Design Storm: 5 to 100-year event	
Design Tide: 100-year high tide at that time + SLR (guidance at that time)	
Minimum Freeboard (streets): Allowed to flow in street	
Minimum Freeboard (parks/open space): Ponding allowed	



### 12.3 Proposed Stormwater Treatment System

The stormwater treatment system will be based on the Regional Water Quality Control Board NPDES permit requirement for treatment of 80% of average annual runoff or twice the 85th percentile storm intensity, which equates to 0.20 inches per hour.

Figure 12.4 shows the different approximate water shed areas for Treasure Island. A description of the stormwater treatment for each of the watershed is as follows:

#### 12.3.1 Treasure Island Stormwater Treatment Areas

##### Watershed Area A & B

These watershed areas will utilize outfall structures into Clipper Cove to discharge runoff. These areas will utilize Low Impact Development (LID) type measures for the treatment of runoff. Best Management Practices (BMPs) in this area could include such things as:

- Bioretention/Infiltration Planters,
- Raingardens
- Swales
- Subgrade Infiltration Areas
- Permeable Paving

The development parcels within this watershed area will be responsible for treating their storm water runoff prior to discharging their runoff into the public stormwater system.

##### Watershed Area C & D

These watershed areas will utilize outfall structures located along the western shoreline to discharge runoff. The combined treatment areas for these watersheds will be located within the City Side Park prior to the outfall. The treatment flows from these watershed areas will be split off from the larger flows near the outfall and pumped up to the treatment area. The BMPs in the City Side Park could include:

- Bio-retention/Infiltration Planters,
- Raingardens
- Swales



The stormwater runoff from the public streets within these watershed areas will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

#### **Watershed Area D2**

This watershed area will utilize an outfall structure located along northwestern shoreline to discharge runoff. The combined treatment area for this watershed will be located in the northwestern open space area. The treatment flow from this watershed will be split off from the larger flows near the outfall and pumped up to the treatment area. The BMPs could include:

- Bio-retention/Infiltration Planters,
- Raingardens
- Swales

The stormwater runoff from the public streets within this watershed area will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within this watershed area will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

#### **Watershed Area E**

This watershed area will utilize outfall structures into the wetland area. The wetland area will then discharge through an outfall located along the eastern shoreline near the WWTF. The wetland area will be designed to provide treatment for the runoff prior to discharging to the Bay.

The stormwater runoff from the public streets within this watershed area will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips



along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within this watershed area will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

#### **Watershed Area E2**

The WWTF area will utilize an outfall structure into the wetland area or an outfall along the eastern shoreline. Portions of treatment flows may be directed to the wetland area for treatment. The other areas will emphasize Low Impact Development (LID) type measures for the treatment of runoff. BMPs in this area will be selected by the SFPUC as part of the design of the treatment facility.

#### **Watershed Area F**

This watershed area will utilize outfall structures along the eastern shoreline or the wetland area. The urban farm and sports fields have been identified as specific treatment areas to address specific pollutants of concern associated with garden/farming activities and field maintenance. Appropriate BMPs will be incorporated within these areas to address these concerns.

#### **Watershed Area G & H**

Watershed H will be combined with G and will utilize an outfall structure located along eastern shoreline to discharge runoff. The combined treatment area for these watersheds will be located along the northern edge of Watershed G near the recreation fields. The treatment flow from these watersheds will be split off from the larger flows near the outfall and pumped up to the treatment area. The BMPs could include:

- Bio-retention/Infiltration Planters,
- Raingardens
- Swales

The stormwater runoff from the public streets within these watershed areas will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.



The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

#### **Existing School Site**

As a distinct use with ample open space adjacent to buildings this area will be treated as a discrete treatment area. BMPs will be selected with an emphasis on ecological and educational opportunities associated with the green schoolyard concept. Selected BMPs may include Bioretention/Infiltration Planters, Raingardens, Swales, Subgrade Infiltration Areas and/or Permeable Paving. The outfall for the school site will be directed towards the wetland area.

### **12.3.2 Yerba Buena Stormwater Treatment Areas**

#### **Watershed Area Y1**

This watershed area will utilize an outfall located near the intersection of Macalla Road and Treasure Island Road. The treatment areas for this watershed will be a combination of areas along Macalla Road. The treatment flow from this watershed will be split off from the larger flows and directed to the treatment areas with gravity diversion structures where possible or with pump stations prior to the outfall. The BMPs could include:

- Bio-retention/Infiltration Planters,
- Raingardens
- Swales

The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

#### **Watershed Area Y2**

This watershed area will utilize an outfall located on the northern shoreline of YB1 at the lower elevations below the Great White historic buildings. The treatment area for this watershed will be located in the open space area below the Great Whites. The treatment flow from this watershed will be split off from the larger flows and directed to the treatment areas with gravity diversion structures where possible or with pump stations prior to the outfall. The BMPs could include:

- Bio-retention/Infiltration Planters,
- Raingardens
- Swales



The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

#### **12.4 Coast Guard and Job Corps**

The Developer will not replace the stormwater facilities within the Coast Guard and Job Corps properties.

The Coast Guard facility is a separate system on YBI and no connections to the new system are required.

The existing Job Corps stormwater system crosses their property line at several locations along their western and southern property line and connects to the existing TI system. The Project will coordinate with the Job Corps and re-connect their system at one location on Avenue C. The Project will then provide one of the following two alternatives for connecting the Job Corps stormwater system to the existing outfall along the western shoreline that currently serves the Job Corps site:

1. Install a new gravity line from the Job Corps connection point on Avenue C to the existing outfall. The gravity line would be sized to match the existing drainage conditions on the Job Corps campus.
2. Install a new pump station at the connection point and provide a dedicated force main to the existing outfall. The pump station and force main would be designed to match the existing drainage conditions on the Job Corps campus.

No improvements to the existing outfall are proposed and the Job Corps will be responsible for any required storm water treatment on their site.

#### **12.5 Phases for Stormwater System Construction**

The Developer will design and install the new stormwater collection and treatment systems to match the Sub-Phases of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The existing land areas on Treasure Island will continue to utilize the existing stormwater collection system with interim connections to the new system where required to maintain the existing service until the existing areas are demolished. The existing stormwater pump/lift stations will continue to be used for the existing land areas to remain during the initial Sub-Phases of the Project. The existing pump/lift stations located within each Sub-Phase will be removed or replaced with that Sub-Phase. The Authority or the SFPUC will be responsible for maintenance of existing collection facilities until replaced by the Developer. The



SFPUC will be responsible for the new stormwater collection and treatment facilities once construction of the Sub-Phase or new collection/treatment facility is complete and accepted by the SFPUC.

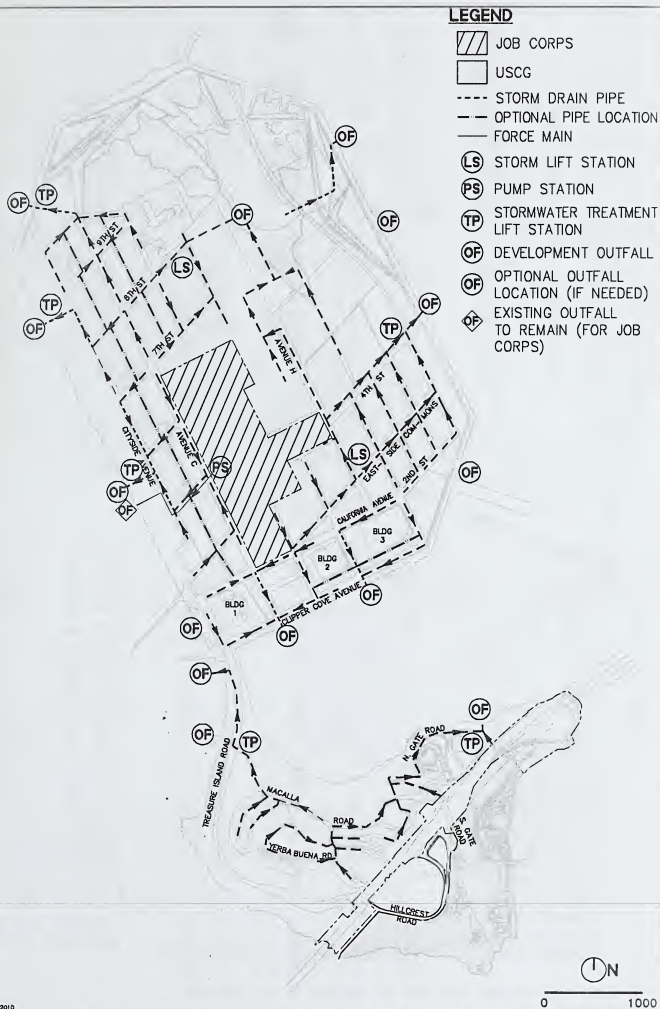
### **12.6 Major Phase Stormwater System Plan**

The Developer will prepare a Major Phase Stormwater System Plan in coordination with the Authority. The Major Phase Plan will be submitted with the Major Phase Application. This plan will include such items as:

- Calculation for pipe and pump sizes
- Stormwater system layout
- Proposed pump station locations
- Stormwater Management Plan

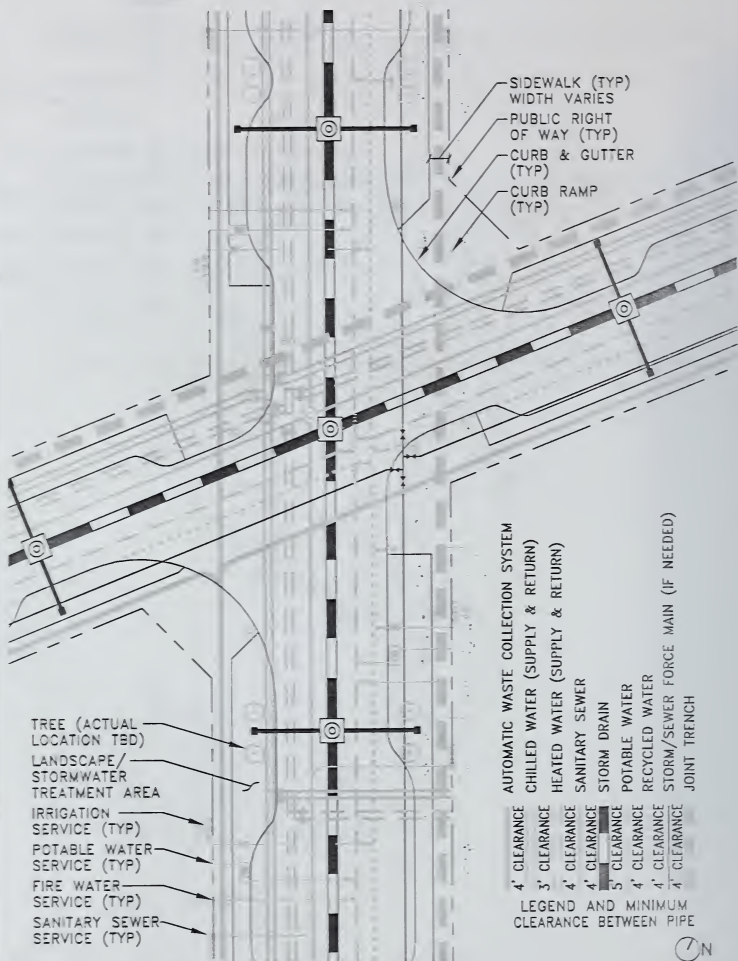
The Major Phase Plan is not expected to substantially change the stormwater system described here.





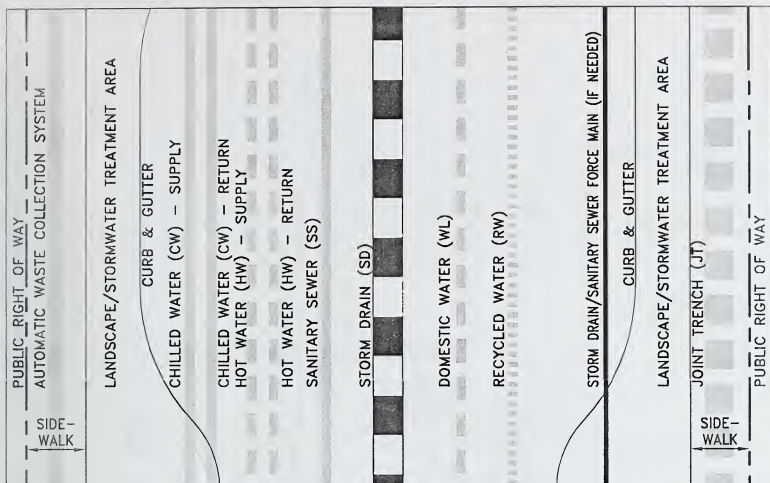
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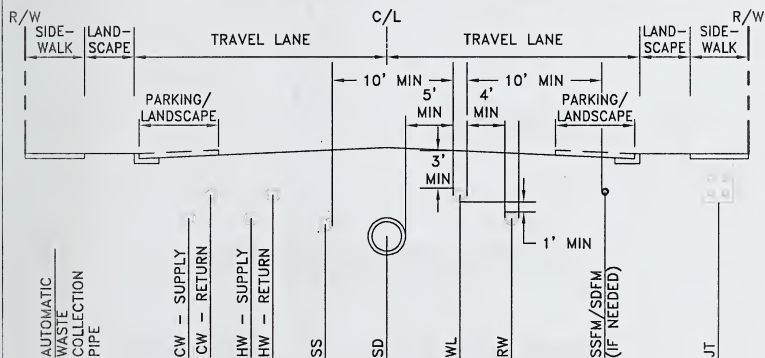
Source: BPF Engineers, October 2010





POTABLE WATER IN STREETS

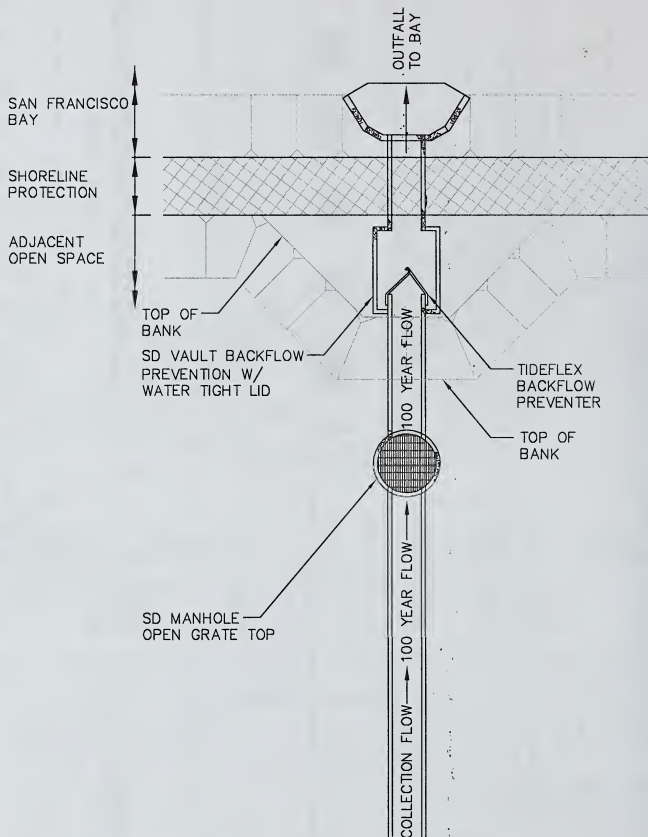
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TYPICAL UTILITY CROSS SECTION

1"=10'

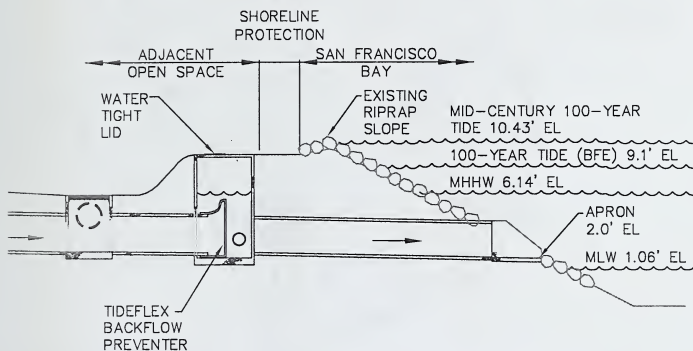




### STORM DRAIN OUTFALL AT CONSTRUCTION

NOT TO SCALE

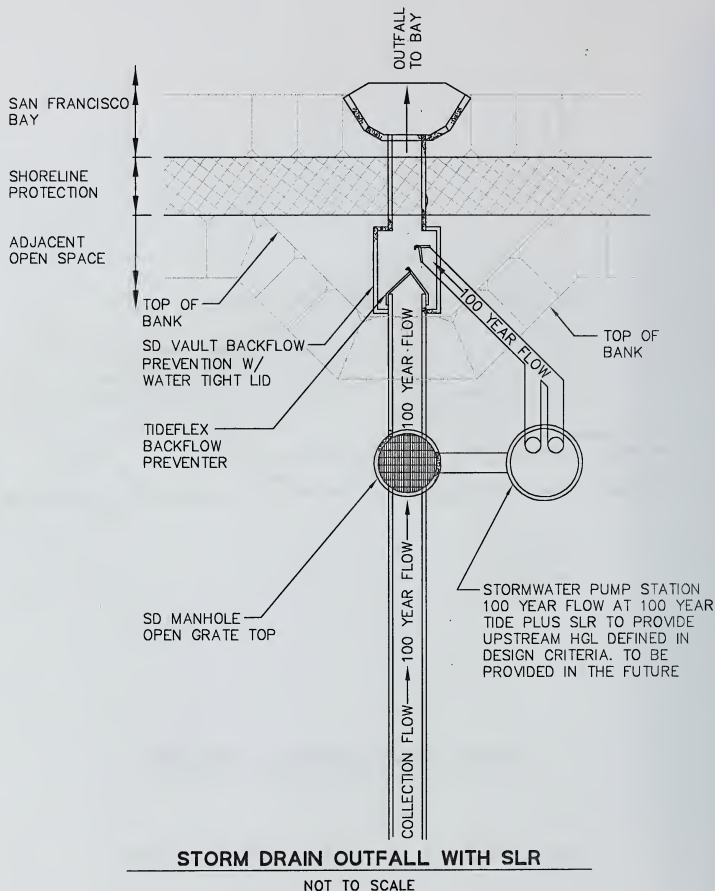




### STORM DRAIN OUTFALL - SECTION

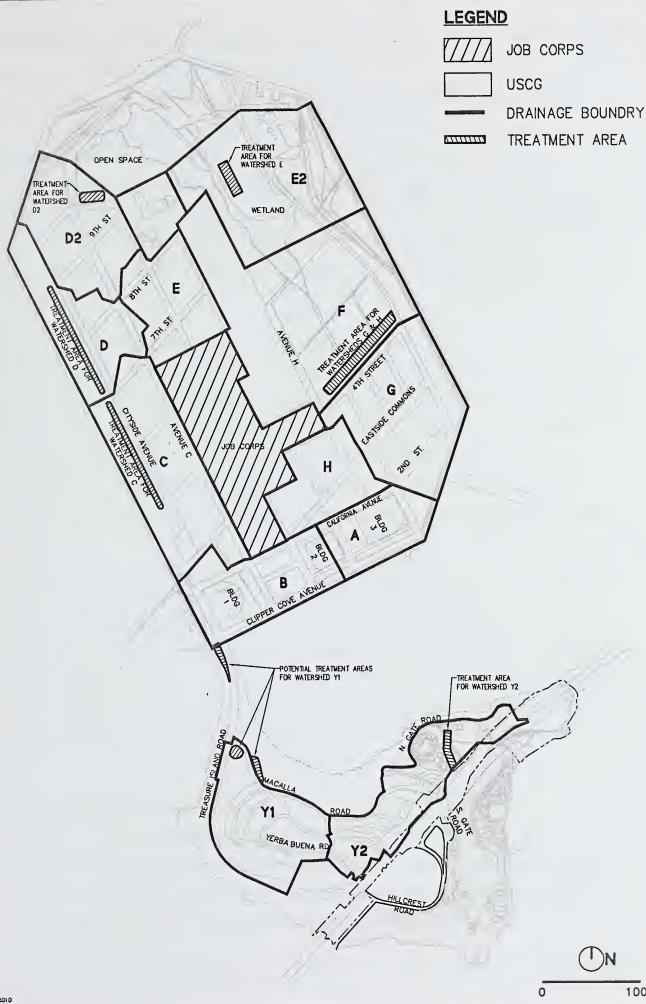
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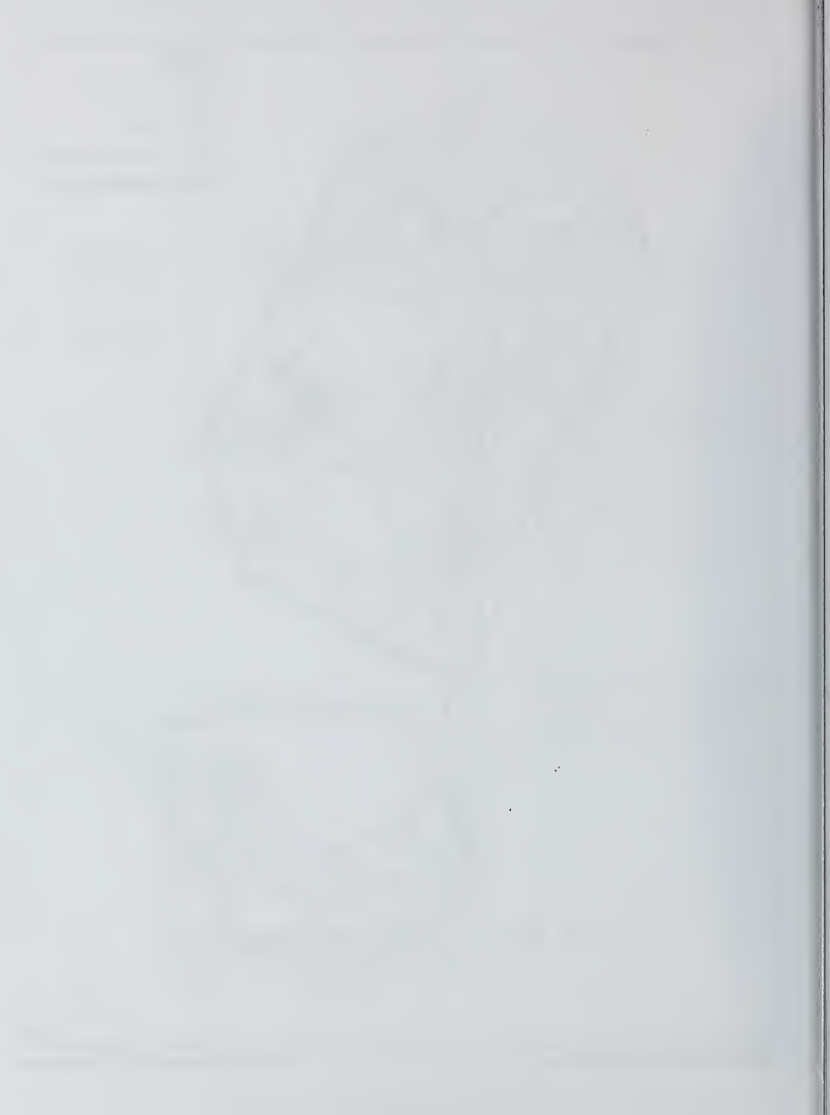


Source: BGF Engineers, 2010











### **13. DRY UTILITY SYSTEMS**

Dry utilities on Treasure Island include electrical, natural gas, cable TV and telecommunications services.

#### **13.1 Electrical System**

##### **13.1.1 Existing Electrical Service to Treasure Island**

TIDA, the SFPUC, or the Power Provider will own, operate, and maintain the existing electrical system once the Navy transfer is complete. They will be responsible for updating/executing/maintaining all related agreements for the continued electrical service to Treasure Island.

##### **13.1.2 Existing Electrical System on Treasure Island**

The existing submarine cables from Oakland land on TI near the end of 3<sup>rd</sup> Street. These lines connect to a series of existing 15kV switches located within Building 3. The existing switches provide sectionalizing capability to various parts of the Island. The existing distribution system on Treasure Island is a mix of underground cables and overhead lines. The rated capacities of the existing systems on Treasure Island are unknown. YBI is served by an existing 12 kV submarine cable running from Treasure Island to Yerba Buena Island under Clipper Cove.

To provide redundant power in case of emergency, the SFPUC owns two portable, diesel-fueled 2 MW generators that serve Treasure Island. The generators are kept outside of Building 3 and connect to the main 12 kV switchgear at TI. In the event of a power outage from an off-Island event, the power is manually switched to the portable generators. The portable generators are currently tested every other week. Each unit has a double-contained storage tank that holds approximately 2,100 gallons of diesel fuel that is adequate to run each generator at 70 percent load for about 20 hours.

##### **13.1.3 Proposed Electrical System**

###### **13.1.3.1 Proposed Electrical Demand**

The Project's estimated electrical peak demand is 11.4 MW and annual electrical energy consumption is 58,500 Megawatt-hours (MWh). This includes the proposed land uses, existing facilities to remain, infrastructure demands, and the WWTF.



### **13.1.3.1.1 Proposed Renewable Energy Generation**

The Developer will provide 5 percent of peak electric demand with on-site renewable sources. The Project is anticipated to include photovoltaic panels to meet the goal. This would include the ability to provide roof-mounted photovoltaic systems on all buildings, including historic Buildings 1, 2, and 3.

### **13.1.3.2 Proposed Treasure Island Electrical Distribution System**

The Developer will be responsible for the design and construction of the proposed electrical distribution system. The existing electrical distribution will be replaced in phases as the Project builds out. The new system will be designed and constructed to PG&E standards. The on-island system will include new 15kV class switchgear (outdoor gear in a fenced enclosure) located near the southeast corner of the Project with bus and breakers for protection and sectionalizing load on the island. The submarine cables will be connected to this new switchgear through separate breakers, providing a redundant supply to the Island. The switchgear will include connection points for the two existing trailer mounted generators (to be relocated in close proximity to the switchgear yard) to provide additional redundancy. The distribution system throughout the Project will consist of a looped 600 amp, 12kV, main underground feeder system with fuses to protect radial and looped 200 amp circuits feeding transformers and service cables to residential and commercial developments. Distribution equipment will be installed subsurface or pad mounted as approved by the Power Provider. The existing 12kV submarine cable to YBI will remain and will be reused to provide service to the existing uses on YBI.

The electric distribution system will be in a joint or common trench which shall include gas, communication, and cable TV facilities as described below. The joint trench will also include electrical service for other infrastructure items such as street lights, traffic signals, and pump stations.

#### **13.1.3.2.1 Location of Electrical Distribution System within New Streets**

Figure 13.1 shows a conceptual layout of the joint trench system. Figure 13.2 shows the typical alignment of the joint trench system within the proposed streets.



### **13.1.3.3 Phases for Electrical System Construction**

The Developer will design and install the new electrical system in phases to match the Sub-Phases of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The Sub-Phase will connect to the existing systems as close to the edge of the new Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing electrical distribution system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. These interim connections may be on overhead pole lines to facilitate ease of relocation to accommodate construction. The Power Provider will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the new power facilities once the Sub-Phase or new power facility is complete and accepted by the Utility Provider.

## **13.2 Natural Gas System**

### **13.2.1 Existing Natural Gas Demand**

The existing natural gas demand at the Islands, including the Job Corps campus and the Coast Guard, is roughly 1.5 million therms per year.

### **13.2.2 Existing Natural Gas Distribution System**

PG&E provides the existing natural gas supply to Treasure Island through a 10" diameter submarine pipeline from Oakland. A portion of the existing pipe was recently replaced by Caltrans and PG&E due to conflicts with the construction of the new East Span of the Bay Bridge. There is no existing back-up gas supply.

The existing PG&E submarine gas line lands on the southeast corner TI. This line terminates at a large PG&E meter. Service lines radiate out from this meter to serve the uses on TI and YBI. The existing natural gas distribution system on the Island consists of 10 psi distribution lines using multiple types of pipe, including PVC and steel. The Gas Provider will own, operate, and maintain the existing natural gas service lines after the existing PG&E meter once the Navy transfer is complete.



### **13.2.3 Proposed Natural Gas System**

#### **13.2.3.1 Proposed Natural Gas Demand**

The Project's peak natural gas demand is estimated at 42.6 million British Thermal Units per hour (Btu/hr) and annual gas consumption at 980,000 therms per year.

#### **13.2.3.2 Proposed Natural Gas Distribution**

The Developer will be responsible for the design and construction of the proposed gas distribution system. The new gas distribution system on Treasure Island will be constructed to PG&E standards and owned and maintained by the Gas Provider. The new distribution lines will be included in the joint trench facility shown in Figure 13.1 and 13.2.

#### **13.2.3.3 Phases for Natural Gas System Construction**

The Developer will install the new natural gas system in phases to match the Sub-Phases of the Project. The amount of the existing gas system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing systems as close to the edge of the new Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing gas distribution system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. The Gas Provider will be responsible for maintenance of existing facilities until replaced by the Developer. The new gas system will be owned, operated and maintained by Gas Provider.

### **13.3 Telecommunications and Cable TV**

The existing telecommunication facilities and cable TV on Treasure Island are outdated and in a poor state of repair. The entire system will need to be replaced with the Project.

The Developer will be responsible for the design and construction of the new services for the Project. The new services will be constructed in phases. The amount of the existing systems replaced with each Sub-Phase will be the minimum necessary to serve the Phase. The Sub-Phase will connect to the existing systems as close to the edge of the Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land



uses on Treasure Island will continue to utilize the existing system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished.

The new system will be included in the joint trench facility shown in Figure 13.1 and 13.2.

#### **13.4 Coast Guard and Job Corps**

The Developer will not replace the dry utility facilities within the Coast Guard and Job Corps properties. The Developer will construct the new systems up to the boundary of these two property owners and connect to their existing systems.

#### **13.5 Major Phase Dry Utility Plan**

The Developer will prepare a Major Phase Dry Utility Plan in coordination with TIDA. These Major Phase Plan will be submitted with the Major Phase Application. This Plan will include such items as:

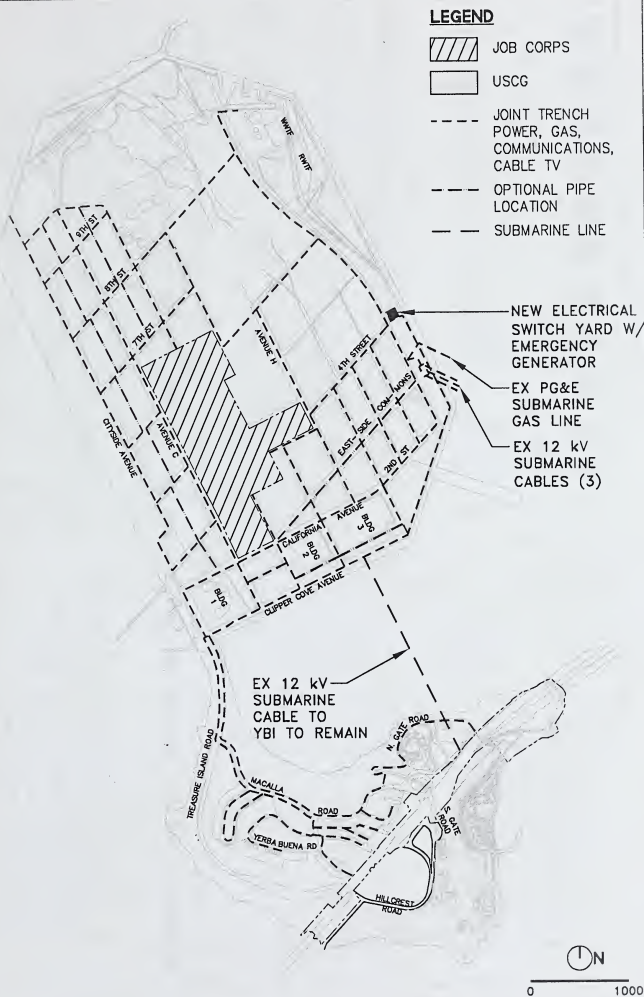
- Review of the existing joint trench facilities
- Joint trench layouts and equipment locations

The Major Phase Plan is not anticipated to substantially change the approach to the systems described here.



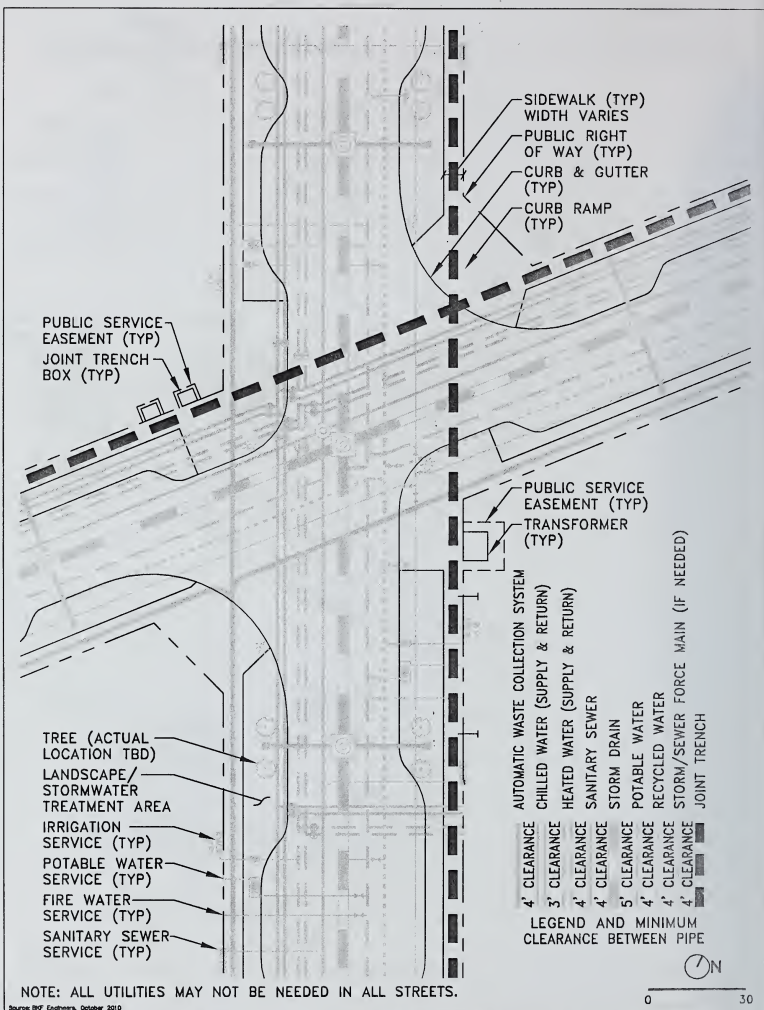






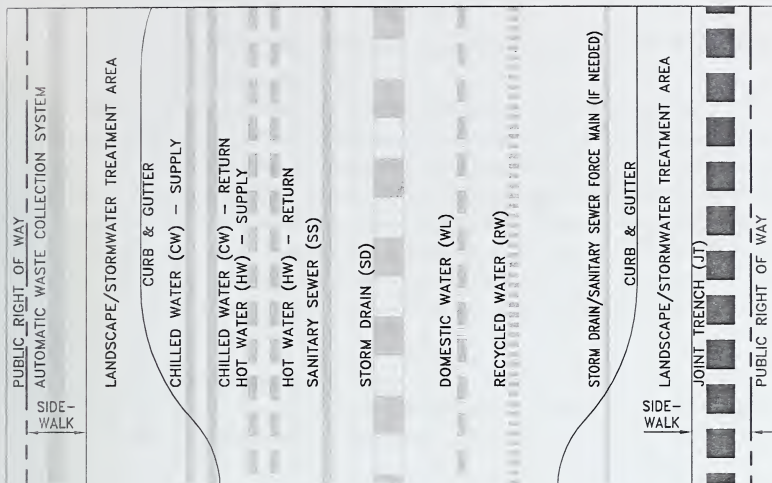
Source: BKF Engineers, October 2010





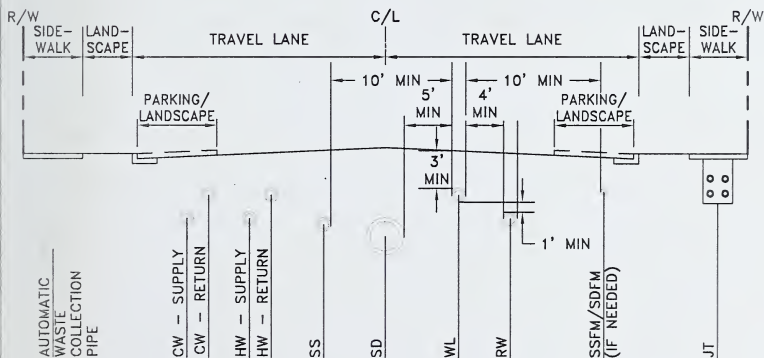
Source: BRF Engineers, October 2010





POTABLE WATER IN STREETS

1"=10'



TYPICAL UTILITY CROSS SECTION

1"=10'







#### 14. PROJECT INFRASTRUCTURE VARIANTS

A number of alternative infrastructure utilities have been considered as variants in the EIR for the project, including district heating and cooling, automated waste collection, and on-site renewable energy generation. These systems have been evaluated for use on the project, but have not been confirmed for implementation as of the date of this Infrastructure Plan. Upon mutual agreement between the City and the Developer, future implementation of any of these systems could be integrated into the project design as project approvals progress. Implementation and maintenance of these systems may be by the SFPUC, the Authority, or third party providers, or in combination between such parties. The infrastructure presented in this Infrastructure Plan would not preclude the future implementation of any of these systems.

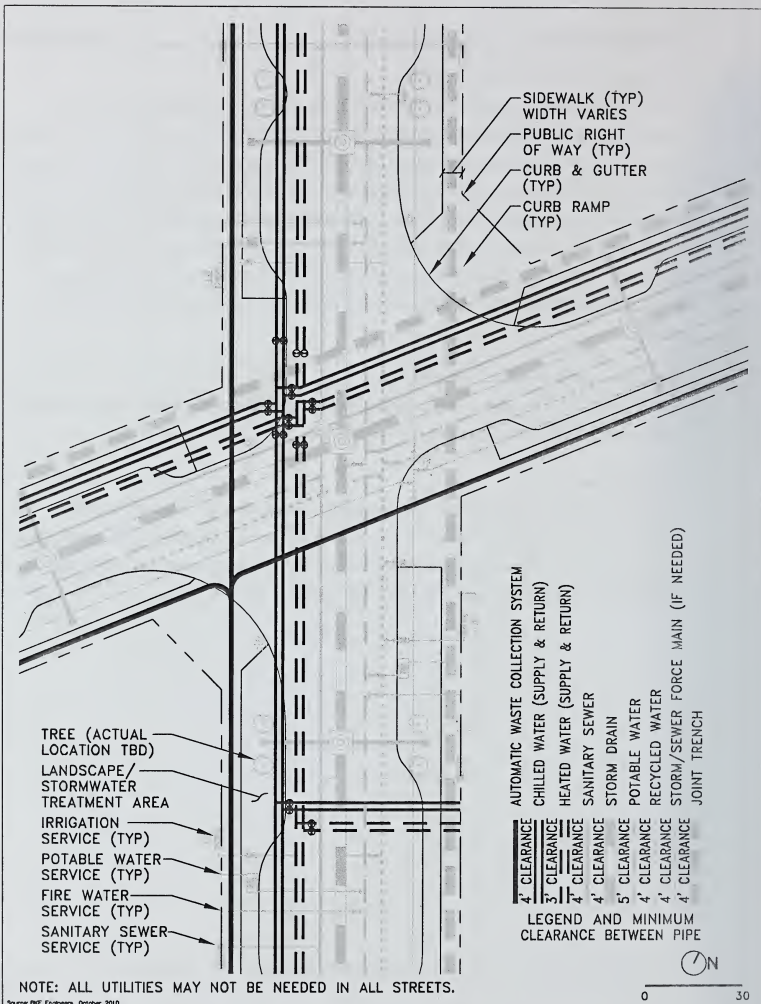
##### 14.1 Location of Alternative Utilities

Figure 14.1 shows the potential pipe locations within the public street sections for the district heating and cooling, and automated waste collection systems.

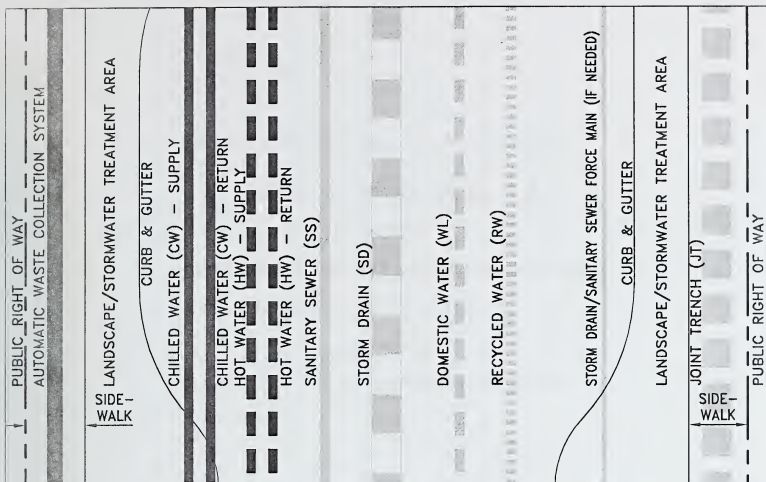
##### 14.2 Phasing

Any such alternative infrastructure utilities selected for implementation will be developed in conjunction with the phased buildout of the project. In cooperation with the Authority and the party responsible for implementation of such system(s), the Developer shall coordinate the submittal of design plans as part of the applicable Major Phase or Sub Phase Application.

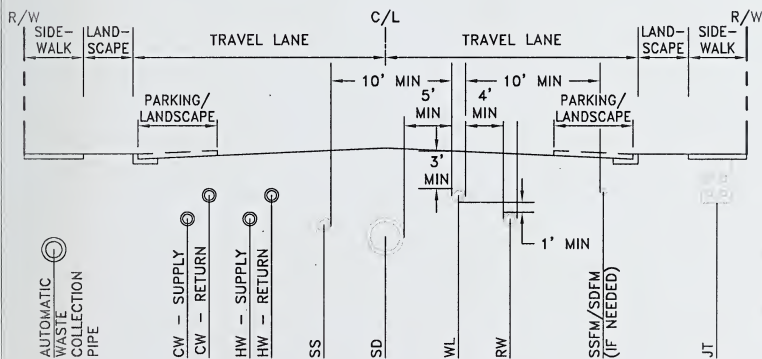








POTABLE WATER IN STREETS  
1"=10'



TYPICAL UTILITY CROSS SECTION  
1"=10'







[SUBJECT TO CHANGE BEFORE FINAL ADOPTION]

**REDEVELOPMENT PLAN  
FOR THE  
TREASURE ISLAND / YERBA BUENA ISLAND  
REDEVELOPMENT PROJECT**

**Prepared by the  
TREASURE ISLAND DEVELOPMENT AUTHORITY**



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## ATTACHMENTS

Attachment No. 1	Legal Description of the Project Area Boundaries
Attachment No. 2	Project Area Map
Attachment No. 3	Development Plan Area Map
Attachment No. 4	Legal Description of the Development Plan Area Boundaries (As of Adoption of Redevelopment Plan)
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**REDEVELOPMENT PLAN  
FOR THE  
TREASURE ISLAND / YERBA BUENA ISLAND  
REDEVELOPMENT PROJECT**

**I. [§100] INTRODUCTION**

**A. [§ 101] Background**

This is the Redevelopment Plan (the "Redevelopment Plan") for the Treasure Island / Yerba Buena Island Redevelopment Project (the "Redevelopment Project") in the City and County of San Francisco (the "City and County"), State of California; it consists of the text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Development Plan Area Map (Attachment No. 3), the Legal Description of the Development Plan Area Boundaries (Attachment No. 4), the Redevelopment Land Use Map (Attachment No. 5) and Authorized Public Improvements (Attachment No. 6).

This Redevelopment Plan was prepared by the Treasure Island Development Authority ("TIDA") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) as modified and augmented by Chapter 4.5 of the Community Redevelopment Law (Health and Safety Code Section 33492 et seq.) (collectively, the "CRL"), as specifically amended for Naval Station Treasure Island ("NSTI") by the Treasure Island Conversion Act of 1997 (enacted by AB 699, Chapter 898, Statutes of 1997 and subsequently amended by Chapter 543, Statutes of 2004, Chapter 660, Statutes of 2007, Chapter 318, Statutes of 2008 and Chapter 208, Statutes of 2009) (collectively, the "Conversion Act"), the California Constitution, and all applicable local laws and ordinances.

Pursuant to the Conversion Act, TIDA has been designated by resolution of the Board of Supervisors of the City and County of San Francisco (the "Board of Supervisors") as the redevelopment agency with jurisdiction and all the rights, powers, privileges, immunities, authorities, and duties granted to redevelopment agencies under the CRL for the purpose of acquiring, using, operating, maintaining, converting and redeveloping NSTI, consisting of property on Treasure Island and Yerba Buena Island (the "Islands") as described in the Conversion Act (the "Property"). The Conversion Act also grants to TIDA the complete power, among other things, to administer and control that portion of the Property consisting of the "Trust Property," as described in the Conversion Act, in conformance with the public trust for commerce, navigation and fisheries (the "Tidelands Trust") and subject to certain restrictions. The State Legislature also authorized an exchange of the Tidelands Trust pursuant to Chapter 543, Statutes of 2004, as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 (the "Exchange Act") in a manner to facilitate the productive reuse of the Islands as well as further the Tidelands Trust and the statutory trust created under the Conversion Act.



The area within the Redevelopment Project (the "Project Area") includes all of the Property, as defined in the Conversion Act, within the boundaries of the NSTI, located in the City and County, including certain lands of the United States Department of Labor Job Corps (the "Job Corps Lands"), which are located on Treasure Island. The Job Corps Lands are included within the boundaries of the Project Area solely in order to preserve logical boundaries for the Project Area for purposes of planning the redevelopment of NSTI in a manner that is compatible with and does not interfere with the ownership, use and operation of the Job Corps Lands by the United States Government. All lands within the Project Area other than (i) the Job Corps Lands and (ii) areas within the exclusive jurisdiction or control of the California Department of Transportation that were excepted from the conveyance to TIDA under the Conversion Act, are referred to in this Redevelopment Plan as the "Development Plan Area." In the event that any of the foregoing excluded lands are conveyed to TIDA, then the term "Development Plan Area" as used in this Redevelopment Plan shall include such lands under the jurisdiction of TIDA. The Development Plan Area as of the date of adoption of this Redevelopment Plan is described in Attachment No. 4 and shown on Attachment No. 3.

In July 1996, the San Francisco Planning Commission ("Planning Commission") and the Board of Supervisors adopted a resolution endorsing the NSTI Reuse Plan (the "Reuse Plan") for the Islands. The Reuse Plan was the starting point in the planning process for NSTI. Subsequent planning efforts, specifically a 2006 Development Plan and Term Sheet (the "Development Plan") and 2010 Development Plan Update (the "Development Plan Update"), both of which were endorsed by TIDA and the Board of Supervisors, have maintained the underlying policies, goals and objectives of the Reuse Plan. The proposed redevelopment of the Project Area as described in this Redevelopment Plan conforms to the Reuse Plan, as updated in the Development Plan and the Development Plan Update, and to the San Francisco General Plan (the "General Plan"), which has been amended by Ordinance No. \_\_\_\_\_, adopted \_\_\_\_\_, by the Board of Supervisors to conform the General Plan to the Reuse Plan (as updated in the Development Plan and Development Plan Update) pursuant to the intent of Health and Safety Code Sections 33331 and 33492.20(a)(2) and Government Code Section 67840 *et seq.*

At the time of the closure of NSTI by the federal Base Closure Commission, in accordance with the legislative intent expressed in Section 33492 *et seq.* of the CRL and the Conversion Act, NSTI was subject to a process prescribed by the Federal Government in the Defense Base Closure and Realignment Act of 1990, 10 U.S.C.A. §2687 *et seq.* (as amended, the "Base Closure Act"), which required the City and County (as the designated local reuse authority prior to the establishment of TIDA) to propose a plan for using NSTI resources to assist homeless persons as part of the strategic land use plan for redevelopment of NSTI as shown on the Land Use Map at Attachment No.5. In 1996, the City and County and the Treasure Island Homeless Development Initiative ("TIHDI"), a collaboration of homeless services agencies that was formed in 1994 to develop the homeless component of the Reuse Plan, negotiated the Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "TIHDI Agreement"). The United States Department of Housing and Urban Development approved the TIHDI Agreement and determined that it met the Base Closure Act requirements. As part of the Redevelopment Project, TIDA intends to enter into a successor agreement with TIHDI to implement the TIHDI Agreement.



The Reuse Plan called for the Treasure Island Marina ("Marina") to be redeveloped and expanded. As part of the Redevelopment Project, TIDA intends to improve and expand the Marina. The proposed Marina redevelopment is described in the Term Sheet for the Redevelopment, Expansion and Operation of the Treasure Island Marina between TIDA and Treasure Island Enterprises, LLC, endorsed by the TIDA Board November 4, 2001, as amended from time to time. The proposed Marina redevelopment will occur separately from the development undertaken pursuant to the Development Plan and Development Plan Update.

This Redevelopment Plan is based upon a Preliminary Plan formulated and adopted by the Planning Commission by Motion No. 14869, on August 19, 1999, as the same has been amended by the Planning Commission's subsequent adoption of Motion No. \_\_\_\_\_, on \_\_\_\_\_, 2008.

This Redevelopment Plan provides TIDA with powers, duties, and obligations to implement and further the programs generally set forth herein for the redevelopment, rehabilitation, and revitalization of the Development Plan Area. Because of the long-term nature of this Redevelopment Plan and the need to retain in TIDA flexibility to respond to market and economic conditions, developer interests, and opportunities from time to time presented for redevelopment, this Redevelopment Plan presents a process and a basic framework within which specific development plans will be presented, specific projects will be established, and specific solutions will be proposed and by which tools are provided to TIDA to fashion, develop, and proceed with such specific development plans, projects, and solutions.

#### B. [§ 102] Applicability

1. This Redevelopment Plan is adopted in contemplation of the transfer from the United States of America, (herein the "United States Government"), acting by and through its Department of the Navy, to TIDA of the land, properties and facilities located in the Development Plan Area for redevelopment and reuse to implement the programs generally set forth herein. It is also contemplated that because of the unique size, location and characteristics of the Development Plan Area, TIDA will select and enter into agreements with one or more master developers in order to facilitate the more detailed master planning, specific development plans for areas and projects, and coordinated redevelopment and phasing of the redevelopment of the Development Plan Area. Therefore, the conditions on the applicability of this Redevelopment Plan set forth in this Section 102 are deemed necessary to assure that TIDA will have sufficient ownership and control over the Development Plan Area to effectively carry out this Redevelopment Plan pursuant to its mandate under the CRL and the Conversion Act.

2. (a) As set forth in Section 101 above, the Job Corps Lands are included within the boundaries of the Project Area solely in order to preserve logical boundaries for the Project Area for purposes of planning the redevelopment of the Project Area. TIDA shall have no jurisdiction or authority under the Conversion Act or the CRL with respect to the Job Corps Lands.

(b) The Exchange Act recognizes that there may be future opportunities for transferring all or a portion of the Job Corps Lands out of federal ownership and that the Job Corps lands may be incorporated into the Tidelands Trust exchange in one or



more subsequent phases. If all or a portion of the Job Corps Lands are transferred out of federal ownership and are acquired by TIDA, then the provisions of this Redevelopment Plan and jurisdiction of TIDA shall be applicable to such portion of the Job Corps Lands upon transfer to TIDA and for purposes of this Plan the Job Corp Lands shall at such time be considered part of the Development Plan Area. No amendments to the Conversion Act or this Redevelopment Plan shall be required to effectuate the provisions of this subsection 2(b).

3. (a) The Conversion Act provides that its provisions shall not apply to any portion of or interest in the Property, including any portion or interest in the Trust Property, whether real or personal, that is owned by or under the jurisdiction or control of the California Department of Transportation, and that the Trust Property shall remain subject to any requirements of the Department of Transportation for future right-of-ways, easements, or material for the construction, location, realignment, expansion, or maintenance of bridges, highways, or other transportation facilities, without compensation, except as specifically provided in the Conversion Act.

(b) The provisions of this Redevelopment Plan and TIDA's jurisdiction over the Property, including the Trust Property, as defined in the Conversion Act, within the boundaries of the Project Area are expressly not applicable to that portion of the Property and interests in the Property, including the Trust Property, whether real or personal, that is owned by or under the exclusive jurisdiction or control of the California Department of Transportation. If any portion of or interest in such Property, including the Trust Property, ceases to be owned by or under the exclusive jurisdiction or control of the California Department of Transportation, the provisions of this Redevelopment Plan and jurisdiction of TIDA shall be applicable to such portion of the Property, including the Trust Property, that are no longer in ownership of or under the exclusive jurisdiction or control of the California Department of Transportation and for purposes of this Plan any such Property shall at such time be considered part of the Development Plan Area. No amendments to the Conversion Act or this Redevelopment Plan shall be required to effectuate the provisions of this subsection 3(b).

4. Subject to subsection 6, below, the provisions of Article IV (Section 400 et seq.) of this Redevelopment Plan shall apply only to lands, properties or facilities which are included in the Project Area and which are conveyed to TIDA or any other non-federal transferee.

5. Subject to subsection 6 below, the provisions of Section 302 of this Redevelopment Plan shall apply only to subsequent developers taking title to lands, properties or facilities initially conveyed by TIDA to a developer for redevelopment purposes.

6. This Redevelopment Plan shall not be applicable to lands, properties and facilities in the Project Area while they are owned by the United States Government.

7. If any one of the provisions of this Section 102 are determined by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Redevelopment Plan.



C. [§ 103] Conformance with the General Plan

The Redevelopment Plan conforms to the General Plan, the Planning Code, and the Zoning Maps of the City and County, as amended. The Redevelopment Plan is consistent with the General Plan as amended and its applicable elements and in conformity with the eight Priority Policies of Section 101.1 of the Planning Code.

D. [§ 104] Implementation

The purposes of the CRL and the Conversion Act will be attained through, and the major goals of this Redevelopment Plan are:

1. The mitigation of the economic, environmental and social degradation that is faced by the community due to the closure of the NSTI by the federal Base Closure Commission, in accordance with the legislative intent expressed in Section 33492 et seq. of the Health and Safety Code and the Conversion Act.
2. Implementation of the underlying goals, policies and objectives of the Reuse Plan, as updated by the Development Plan and Development Plan Update.
3. The elimination of blighting influences and the correction of environmental and infrastructure deficiencies in the Development Plan Area, including, among others, obsolete, aged, dilapidated and deteriorated building types; buildings in which it is unsafe or unhealthy for persons to live or work, and buildings on land that, when subdivided or when infrastructure is installed, would not comply with community subdivision, zoning or planning regulations; factors that prevent or substantially hinder the economically viable reuse or capacity of buildings or areas; substandard, faulty, inadequate, deteriorated, and in some cases, inoperable utilities and their distribution systems; buildings that are too large or too small for modern use; areas containing hazardous wastes or toxic substances; unstable soils and substandard shoreline stabilization; inadequate transportation systems and infrastructure; inadequate parking facilities; inadequate public services; and nonconforming, incompatible and/or uneconomic land uses.
4. The installation of new or replacement of existing public improvements, facilities, and utilities in areas which are currently inadequately served with regard to such improvements, facilities, and utilities.
5. The replanning, redesign, reuse and redevelopment of portions of the Project Area that are stagnant and undeveloped, underdeveloped or improperly utilized.
6. The assembly and subdivision of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation.
7. Subsequent to the disposition of any land by TIDA, the provision of opportunities for participation by owners of land within the Project Area in the redevelopment of their properties, as applicable.



8. The creation of housing for very low, low and moderate income households in the Project Area.
9. The facilitation of job training and job opportunities for all persons, but particularly the homeless, formerly homeless and other economically disadvantaged San Franciscans, including cooperation with TIHDI.
10. The facilitation of public transit opportunities to and within the Project Area, including ferry service.
11. The strengthening of the economic base of the Project Area and the community by the installation of needed site improvements to stimulate new revenue generating public uses, employment opportunities and economic growth.
12. The provision of adequate land and improvements for a variety of active and passive recreation activities or facilities and open spaces and for public facilities.
13. The provision of an environment for social and economic growth.
14. The establishment and implementation of standards and guidelines to achieve high quality architectural and urban design, environmental performance and other design objectives that provide unity and integrity to the entire Project Area.
15. The preservation and adaptive reuse of historically significant structures.

E. [§105] Related Redevelopment Documents for the Development Plan Area

To facilitate the implementation of this Redevelopment Plan, TIDA has developed, or may develop or amend in the future, various related documents implementing the Redevelopment Plan, which may include without limitation, a Design for Development (as more particularly described in Section 401), Interagency Cooperation Agreements, Infrastructure Plans and Disposition and Development Agreements (all such documents, collectively, the "Plan Documents"). The Plan Documents shall be consistent with the terms of this Redevelopment Plan.

## II. [§200] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference.

The boundaries of the Development Plan Area as they exist as of the adoption of this Redevelopment Plan are described in the "Legal Description of the Development Plan Area Boundaries," attached hereto as Attachment No. 3 and incorporated herein by reference, and are



shown on the "Development Plan Area Map," attached hereto as Attachment No. 4 and incorporated herein by reference. The boundaries of the Development Plan Area may be altered from time to time without requiring amendment of this Redevelopment Plan, so long as the Development Plan Area remains entirely within the Project Area boundaries.

### III. [§300] PROPOSED REDEVELOPMENT ACTIONS

#### A. [§301] General

TIDA proposes to eliminate and prevent the spread of blight and deterioration in the Project Area (in accord with the provisions of the Conversion Act, as amended from time to time) by exercising the following general powers in order to accomplish the development activities listed in this Part III and Attachment No. 6 attached hereto.

1. The acquisition and subdivision of real property to provide adequate sites for the development and construction of mixed use, recreational, commercial, residential and public facilities uses;
2. The demolition or removal of certain buildings and improvements;
3. The management of any property acquired by and under the ownership and/or control of TIDA;
4. The installation, construction, or reconstruction of streets, sidewalks, walking paths, utilities, shoreline stabilization systems, parks, other open spaces, and other public improvements;
5. The disposition of property for uses in accordance with this Redevelopment Plan;
6. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Redevelopment Plan;
7. Subsequent to the initial disposition by TIDA of any land in the Project Area, the provision for participation in redevelopment by property owners in the Project Area and the extension of preferences to business occupants and other business tenants desiring to remain or relocate within the Project Area in accordance with owner participation rules adopted by TIDA from time to time;
8. The rehabilitation by future owners, their successors, and TIDA of structures and improvements previously owned by the federal government;
9. The provision of low and moderate income housing;



10. The provision of job training and job opportunities for economically disadvantaged San Franciscans and others; and
11. The remediation of areas contaminated by hazardous substances by the United States Government or other responsible persons or entities.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Redevelopment Plan, TIDA is authorized to use all the powers provided in this Redevelopment Plan and all the powers now or hereafter permitted by law, except as expressly limited by this Redevelopment Plan.

B. [§302] Participation Opportunities; Extension of Preferences for Reentry Within Redeveloped Project Area

1. [§303] Opportunities for Owners and Business Tenants

In accordance with this Redevelopment Plan and the rules for participation adopted by TIDA pursuant to this Redevelopment Plan and the CRL, persons who are or may become owners of real property in the Project Area other than on a temporary or interim basis, subsequent to the initial disposition by TIDA of any land in the Project Area, shall be given a reasonable opportunity to participate in the redevelopment of the Project Area consistent with the objectives of this Redevelopment Plan.

TIDA shall extend reasonable preferences to persons who are or may become engaged in business in the Project Area other than on a temporary or interim basis, subsequent to the disposition by TIDA of any land in the Project Area, as defined in the participation rules adopted by TIDA, to participate in the redevelopment of the Project Area or to reenter into business within the redeveloped Project Area if they otherwise meet the requirements prescribed in this Redevelopment Plan and the rules for participation adopted by TIDA.

2. [§304] Rules for Participation Opportunities, Priorities, and Preferences

In order to provide opportunities to owners under Section 303 to participate in the redevelopment of the Project Area and to extend reasonable preferences to business tenants under Section 303 to reenter into business within the redeveloped Project Area, TIDA has promulgated rules for participation by owners and the extension of reasonable preferences to business tenants for reentry within the redeveloped Project Area. If conflicts develop between the desires of participants for particular sites or land uses, TIDA is authorized to establish reasonable priorities and preferences among the owners and business tenants. Some of the factors to be considered in establishing these priorities and preferences may include, as applicable, a participant's length of occupancy in the area; accommodation of as many participants as possible; similarity of land use; the necessity to assemble sites for integrated, modern development; conformity of a participant's proposal with the intent and objectives of this Redevelopment Plan; and service to the community of a participant's proposal.



In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms, or institutions to join together in partnerships, corporations, or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (1) the elimination and changing of land uses; (2) the construction, widening, or realignment of streets; (3) the ability of participants to finance acquisition and development or rehabilitation in accordance with this Redevelopment Plan and development criteria adopted by TIDA in implementation of this Redevelopment Plan; (4) the construction or expansion of public facilities; and (5) the provisions of the Tidelands Trust and Conversion Act, if applicable.

### 3. [§305] Participation Agreements

Since there are no owners other than the United States Government in the Development Plan Area at the time of the adoption of the Redevelopment Plan, TIDA does not initially contemplate entering into participation agreements. However, if property owners taking title to the property in the Development Plan Area from a developer who acquired the property from TIDA subsequently desire to redevelop their property, TIDA may require that, as a condition to participation in redevelopment, each participant shall enter into a binding agreement with TIDA by which the participant agrees to rehabilitate, develop, and use and maintain the property in conformance with this Redevelopment Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Redevelopment Plan applicable to their properties. Whether or not a participant enters into a participation agreement with TIDA, the provisions of this Redevelopment Plan are applicable to all public and private property in the Development Plan Area.

### 4. [§306] Conforming Owners

TIDA may, at its sole and absolute discretion, determine that certain real property within the Development Plan Area meets the requirements of this Redevelopment Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with TIDA provided such owner continues to operate, use, and maintain the real property within the requirements of this Redevelopment Plan. However, a conforming owner shall be required by TIDA to enter into a participation agreement with TIDA in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Development Plan Area.

### C. [§307] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Redevelopment Project. TIDA shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Redevelopment Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good. To facilitate the implementation of the Redevelopment Plan, TIDA may enter into contracts and/or agreements,



including but not limited to one or more Interagency Cooperation Agreements, with other public entities and departments, as necessary.

TIDA, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. TIDA, however, will seek the cooperation of all public bodies that own or intend to acquire property in the Project Area. Any public body that owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with TIDA. All plans for development of property in the Project Area by a public body shall be subject to TIDA approval to the fullest extent permitted by applicable law.

TIDA may establish planning and design controls in the implementation of this Redevelopment Plan to the fullest extent permitted by applicable law to ensure that present uses and any future development by public bodies will conform to the requirements of this Redevelopment Plan. To the extent now or hereafter permitted by law, TIDA is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements (within or without the Project Area), which land, buildings, facilities, structures, or other improvements are or would be of benefit to the Redevelopment Project.

D. [§308] Property Acquisition

1. [§309] Real Property

Except as specifically exempted herein, TIDA may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, lease or purchase, provided, however, TIDA shall not be entitled to acquire property by eminent domain.

TIDA is authorized to acquire structures without acquiring the land upon which those structures are located. TIDA is authorized to acquire either the entire fee or any other interest in real property less than a fee.

2. [§310] Personal Property

Generally, personal property shall not be acquired, except in concert with the acquisition of associated real property. However, where necessary in the implementation of this Redevelopment Plan, TIDA is authorized to acquire personal property in the Project Area by gift, devise, exchange or purchase.

E. [§311] Property Management

During such time as property, if any, in the Project Area is owned by TIDA, such property shall be subject to the management and control of TIDA. Such property may be rented or leased by TIDA pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as TIDA may adopt. TIDA may enter into management agreements or other arrangements providing for the management and control of the property during TIDA's ownership of such property.



F. [§312] Payments to Taxing Agencies to Alleviate Financial Burden

Pursuant to Sections 33492.15 and 33607.5 of the CRL, TIDA is required to and shall make payments to affected taxing entities to alleviate the financial burden and detriment that the affected taxing entities may incur as a result of the adoption of this Redevelopment Plan. The payments made by TIDA shall be calculated and paid in accordance with the requirements of Sections 33492.15 and 33607.5.

G. [§313] Relocation of Persons, Business Concerns, and Others Displaced by the Redevelopment Project1. [§314] Assistance in Finding Other Locations

TIDA shall assist all persons (including individuals and families), business concerns, and others who are occupying lands, properties or facilities in the Development Plan Area and who are subsequently displaced by TIDA in implementation of the Project and are eligible for such assistance under Applicable Law, in finding other locations and facilities. "Applicable Law" for the purposes of this Section 314 and Section 315 shall mean the California Relocation Assistance Law (Government Code Section 7260 et seq.), as amended; the Conversion Act, TIDA rules and regulations adopted pursuant thereto; and, as may be applicable in the event that federal funding is involved in the activities causing displacement, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. In order to carry out the Redevelopment Project with a minimum of hardship to persons, business concerns, and others, if any, displaced by TIDA in implementation of the Redevelopment Project and eligible under Applicable Law for such assistance, TIDA shall assist such persons (including individuals and families), business concerns and others in finding new locations in accordance with Applicable Laws. TIDA may also provide housing inside or outside the Project Area for displaced persons.

Almost all residents within the Project Area currently occupy Navy-owned housing facilities leased on an interim basis to TIDA by the Navy. Currently residents of Navy-owned housing occupy these facilities pursuant to interim leases that acknowledge that the property will be redeveloped in accordance with this Redevelopment Plan. The Conversion Act further provides that persons of low- and moderate-income lawfully occupying the existing housing on NSTI at the time this Redevelopment Plan is adopted, and at the time the existing Navy-owned housing is removed or demolished, shall be offered new permanent housing adequate to accommodate the household to be constructed within the Project Area, at a cost or rent not exceeding the affordable housing costs or affordable rent, as defined by Section 50052.5 or 50053 of the CRL, as applicable. Residents of non-Navy owned housing within the Project Area are affiliated with the Department of Labor Job Corps and occupy facilities on the Job Corps Lands.

2. [§315] Relocation Payments

TIDA shall make relocation payments to such eligible persons (including individuals and families), business concerns, and others displaced by TIDA in implementation of



the Redevelopment Project as may be required by Applicable Law. TIDA may make such other payments as it determines to be appropriate and for which funds are available.

H. [§316] Demolition, Clearance, and Building and Site Preparation

1. [§317] Demolition and Clearance

TIDA is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Redevelopment Plan.

2. [§318] Preparation of Building Sites

TIDA is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by TIDA. In connection therewith, TIDA may cause, provide for, or undertake the installation or construction of ground improvements, streets, utilities, parks/open space, and other improvements necessary to carry out this Redevelopment Plan. TIDA is also authorized to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for residential, commercial, industrial, public, and other uses provided for in this Redevelopment Plan. If TIDA develops commercial and industrial sites by providing streets, sidewalks, utilities or other improvements that the property owner would otherwise be obligated to provide, TIDA will comply with Health and Safety Code Section 33421.1.

I. [§319] Property Disposition and Development

1. [§320] Real Property Disposition and Development

a. [§321] General

For the purposes of this Redevelopment Plan, TIDA is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property, subject to the provisions of the Tidelands Trust and statutory trust under the Conversion Act, if applicable. To the extent permitted by law, TIDA is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding. Property acquired by TIDA for rehabilitation and resale shall either (i) be offered for resale within one (1) year after completion of rehabilitation, or (ii) in the event such property is not offered for resale, an annual report concerning such property shall be published by TIDA as required by law.

Real property acquired by TIDA may be conveyed by TIDA without charge to the City and County and, where beneficial to the Project Area, without charge to any public body. All real property acquired by TIDA in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Redevelopment Plan, or may be developed by TIDA for public uses or other uses authorized by the Conversion Act or CRL.



All purchasers or lessees of property acquired from TIDA shall be obligated to use the property for the purposes designated in this Redevelopment Plan, to begin and complete development of the property within a period of time which TIDA fixes as reasonable, and to comply with other conditions which TIDA deems necessary to carry out the purposes of this Redevelopment Plan.

b. [§322] Disposition and Development Documents

To provide adequate safeguards to ensure that the provisions of this Redevelopment Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by TIDA, as well as all property subject to participation agreements, is subject to the provisions of this Redevelopment Plan.

TIDA shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out in a timely manner pursuant to this Redevelopment Plan.

Leases, deeds, contracts, agreements, and declarations of restrictions of TIDA may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Redevelopment Plan. Where appropriate, as determined by TIDA, such documents, or portions thereof, shall be recorded in the office of the County Recorder.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Sections 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement, disposition and development agreement, or other similar agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

c. [§323] Development Activities by TIDA

To the extent now or hereafter permitted by law, TIDA is authorized to pay for, develop (including planning activities), or construct any publicly-owned building, facility, structure, or other improvement either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Project Area. Specifically, in addition to the improvements generally authorized under Section 318 and this Section 323, TIDA is authorized to pay for, install, or construct (including planning activities), or to cause to be installed and constructed (including planning activities), within or without the Project Area, for itself or for any public entity for the benefit of the Project Area, the buildings, facilities, structures, and other



improvements identified in Attachment No. 6, attached hereto and incorporated herein by reference, said list being inclusive but not limiting. TIDA may acquire or pay for the land and site preparation required for the foregoing.

TIDA is authorized to install and construct or cause to be installed and constructed (including planning activities) temporary public improvements necessary to carry out this Redevelopment Plan. Temporary public improvements may include, but are not limited to, parks, streets, and utilities.

TIDA may enter into contracts, leases, and agreements with the City and County or other public body or entity pursuant to this Section 323, and the obligation of TIDA under such contract, lease, or agreement shall constitute an indebtedness of TIDA which may be made payable out of the taxes levied in the Project Area and allocated to TIDA under subdivision (b) of Section 33670 of the CRL and Section 502 of this Redevelopment Plan or out of any other available funds.

2. [§324] Personal Property Disposition

For the purposes of this Redevelopment Plan, TIDA is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property that is acquired by TIDA.

J. [§325] Rehabilitation, Conservation, and Moving of Structures

1. [§326] Rehabilitation and Conservation

TIDA is authorized, but not obligated, to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in the Project Area owned by TIDA. TIDA is also authorized and directed to advise, encourage, and assist in the rehabilitation and conservation of property in the Project Area not owned by TIDA. TIDA is also authorized, but not obligated, to acquire, restore, rehabilitate, move, and conserve buildings of historic significance.

2. [§327] Moving of Structures

As necessary in carrying out this Redevelopment Plan, TIDA is authorized to move, or to cause to be moved, any structure or building which can be rehabilitated to a location within or outside the Project Area.

K. [§328] Low- and Moderate-Income Housing

1. [§329] Replacement Housing

Those dwelling units housing persons and families of low or moderate income at the time this Redevelopment Plan is approved, when destroyed or removed within the Project Area from the low and moderate income housing market as part of the Redevelopment Project, shall be replaced as follows: TIDA shall, within four (4) years of such actual destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or



constructed, for rental or sale to persons and families of low or moderate income, replacement dwelling units at affordable housing costs within the Project Area or within the territorial jurisdiction of TIDA in accordance with the provisions of Sections 33413 and 33413.5 of the CRL.

2. [§330] Redevelopment Housing Production

Whenever new or rehabilitated dwelling units are developed by TIDA or by other public or private entities or persons within the Project Area, TIDA shall comply with the requirements set forth in Section 33413 (in particular, subdivision (b) of that section) of the Community Redevelopment Law requiring the production of affordable housing.

3. [§331] Increased and Improved Housing Supply

Pursuant to Section 33334.2 of the CRL, not less than twenty percent (20%) of all taxes which are allocated to TIDA pursuant to Section 33670 of the CRL and Section 502 of this Redevelopment Plan shall be used by TIDA for the purposes of increasing, improving, and preserving the City and County's supply of housing for persons and families of very low, low, or moderate income unless certain findings are made as required by the CRL to lessen or exempt such requirement. In carrying out this purpose, TIDA may exercise any or all of its powers.

TIDA may use these funds inside or outside the Development Plan Area to meet, in whole or in part, the replacement housing provisions in Section 329, above, or the redevelopment housing production provisions in Section 330, above. These funds may be used inside or outside the Project Area provided, however, that funds may be used outside the Project Area only if findings of benefit to the Redevelopment Project are made as required by Section 33334.2 of the CRL.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used; provided TIDA may defer the allocation of such funds for a period of up to five years after the date of adoption of this Redevelopment Plan if certain findings are made by the legislative body pursuant to Section 33492.16 of the CRL. The amount of any such deferral shall be considered an indebtedness of the Redevelopment Project and shall be repaid to the Low and Moderate Income Housing Fund in accordance with Section 33492.16. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

#### IV. [§400] USES PERMITTED IN THE PROJECT AREA

A. [401] Design for Development

Within the limits, restrictions, and controls established in this Redevelopment Plan, TIDA is authorized to establish standards and guidelines, including without limitation, more precise land use and development planning regulations and controls, including standards and guidelines for parks and open spaces, streets, land uses, building envelope, building design, lighting, signage, parking and loading, and other development and design controls necessary for proper development of both private and public areas within the Development Plan Area, and all such



other development and design standards and guidelines necessary for proper development of both private and public areas within the Development Plan Area. TIDA shall adopt a Design for Development that will set forth any such standards and guidelines it establishes.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Redevelopment Plan (including Section 423), the Design for Development and the Plan Documents, as amended from time to time, and all applicable laws. All architectural, landscape and site plans shall be submitted to and approved in writing by TIDA in accordance with the procedures set forth in the Design for Development and any applicable disposition and development agreement(s). One of the objectives of this Redevelopment Plan is to create an attractive and pleasant environment in the Development Plan Area. Therefore, such plans shall give consideration to good design and quality materials, open space, and other amenities to enhance the aesthetic quality of the Development Plan Area. TIDA shall, at its sole discretion, determine the conformity of any architectural, landscape and site plans with this Redevelopment Plan and the Design for Development, although TIDA may, at its discretion, delegate this determination to other City and County agencies, including the Planning Department and/or the Department of Building Inspection.

B. [§402] Redevelopment Land Use Map

The "Redevelopment Land Use Map," attached hereto as Attachment No. 5 and incorporated herein by reference, illustrates the location of the Development Plan Area boundaries, and sets forth the land uses permitted in the Development Plan Area. It is the intent and purpose of this Redevelopment Plan to allow more precise land use and development planning regulations, restrictions and controls to be established in the Design for Development adopted by TIDA, as it may be amended from time to time by TIDA, as described in Section 401 of this Redevelopment Plan, provided, however, that in the event of a conflict between the Redevelopment Plan and the Design for Development, the Redevelopment Plan will control. If any areas within the Project Area that are not within the Development Plan Area as of the date of adoption of the Redevelopment Plan are subsequently conveyed to TIDA and become part of the Development Plan Area, land uses applicable to those areas shall be as set forth in the City and County's General Plan then in effect.

C. [§403] Designated Land Uses

In general, subject to the provisions of Section 102 of this Redevelopment Plan, the land uses in the Development Plan Area shall be Residential, Mixed Use, Open Space, and Public Services, Civic and Institutional, including interim and non-conforming uses.

1. [§404] Residential

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for residential uses shall be used for residential uses and other compatible uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.



2. [§405] Mixed-Use

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for Mixed-Use shall be used for residential, commercial and other compatible uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

3. [§406] Open Space

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for Open Space shall be used for active and passive open space uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

4. [§407] Public Services, Civic and Institutional

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for Public Services, Civic and Institutional uses shall be used for public uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

5. [§408] Other Uses

Other uses shall be permitted consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

6. [§409] Tidelands Trust Overlay

Areas within any designated land use district that are subject to the Tidelands Trust will be reviewed by TIDA for consistency with the Tidelands Trust, in accordance with this Redevelopment Plan and the Design for Development as it may be amended from time to time.

D. [§410] Related Land Uses1. [§411] Public Right-of-Ways

The proposed major connections to the San Francisco-Oakland Bay Bridge ("Bay Bridge") to and from the Project Area are generally shown on the Redevelopment Land Use Map (Attachment No. 5). Responsibility for access improvements to the Bay Bridge is split between (i) the State, for certain access ramps being constructed as part of the proposed replacement/retrofit of the eastern span of the Bay Bridge, and (ii) the State in connection with the San Francisco County Transportation Authority, as part of a program for repair and replacement of additional Yerba Buena Island ramps providing access to the Project Area. Interior and exterior roadway improvements leading to and from the Bay Bridge will be phased to coordinate with the replacement/retrofit of the eastern span of the Bay Bridge.



The proposed street layout for the Development Plan Area is illustrated on the Redevelopment Land Use Map (Attachment No. 5). New streets shall be aligned and designed in conformance with provisions of this Redevelopment Plan and the Design for Development. Additional public streets, shared public ways, alleys, right-of-ways and easements, including temporary access easements and streets for construction activities, may be created in the Development Plan Area as needed for development and circulation. Existing areas used as streets, alleys, and easements by TIDA or the United States Government may be vacated, abandoned, closed, or modified as necessary for proper development of the Redevelopment Project taking into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by TIDA for the Redevelopment Project and any participation agreements executed thereunder.

The public right-of-ways may be used for vehicular, bicycle, and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public right-of-ways.

2. §412] Temporary and Interim Uses

Pending the ultimate development of land by developers and participants, TIDA is authorized to use or permit the use of any land in the Development Plan Area for temporary and interim uses that do not conform to the provisions of this Redevelopment Plan pursuant to the process governing nonconforming uses set forth in the Design for Development.

3. §413] Nonconforming Uses

TIDA may permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Redevelopment Plan pursuant to the process governing nonconforming uses set forth in the Design for Development. TIDA may authorize additions, alterations, repairs, or other improvements in the Development Plan Area for uses which do not conform to the provisions of this Redevelopment Plan where such improvements are within a portion of the Redevelopment Project where, in the determination of TIDA, such improvements comply with applicable codes and would be compatible with surrounding Redevelopment Project uses and development.

E. §414] General Controls and Limitations

All real property within the Development Plan Area is made subject to the controls and requirements of this Redevelopment Plan. No real property or real property interest may be developed, rehabilitated, subdivided, or otherwise changed after the date of the adoption of this Redevelopment Plan except in conformance with the provisions of this Redevelopment Plan and the applicable development controls and design guidelines of the Design for Development, as amended from time to time.

1. §415] Rehabilitation and Retention of Properties

Any existing structure within the Development Plan Area approved by TIDA for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in



such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

2. [§416] Limitation on the Number of Buildings

The number of buildings in the Development Plan Area shall not exceed the number of buildings that could be constructed under the Reuse Plan (as updated by the Development Plan and Development Plan Update), the Conversion Act and the Design for Development as amended from time to time, and any subsequent specific development plans and regulations that may be adopted or amended from time to time by TIDA implementing this Redevelopment Plan.

3. [§417] Number of Dwelling Units

The number of dwelling units presently in the Development Plan Area is approximately 1,005, not all of which are occupied. The total number of dwelling units permitted in the Development Plan Area shall not exceed approximately 8,000.

4. [§418] Limitation on Type, Size, and Height of Buildings

Except as set forth in other sections of this Redevelopment Plan, the type, size, and height of buildings shall be as determined by TIDA pursuant to the Design for Development as amended from time to time, and as limited by applicable federal, state and local statutes, ordinances and regulations.

5. [§419] Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Development Plan Area is the total of all areas that will be in the public right-of-ways and the area designated Open Space as illustrated in the Redevelopment Land Use Map (Attachment No. 5) not permitted to be covered by buildings pursuant to the Design for Development.

Sufficient space shall be maintained between buildings in all areas to provide adequate light, air, and privacy as determined by TIDA pursuant to the Design for Development as amended from time to time, and as limited by applicable federal, state and local statutes, ordinances and regulations.

6. [§420] Reserved

7. [§421] Utilities

Temporary utilities may be placed above ground in order to provide for continuous service and operation of existing utilities necessary for the proper development of both private and public areas within the Development Plan Area.



8. [§422] Parking

Parking spaces shall be as permitted and/or required as prescribed in the Design for Development.

9. [§423] Nondiscrimination and Nonsegregation

All property in the Development Plan Area is hereby subject to the restriction that there shall be no discrimination or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Sections 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Development Plan Area. All property sold, leased, conveyed, or subject to a participation agreement, disposition and development agreement, or other similar agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Development Plan Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

10. [§424] Subdivision of Parcels or Lots

No parcel or lot in the Development Plan Area, including any parcel retained by a participant, if any, shall be subdivided without the approval of TIDA.

F. [§425] Building Permits

No building permit shall be issued without the prior approval of TIDA.

TIDA is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Redevelopment Plan.

V. [§500] METHODS OF FINANCING THE REDEVELOPMENT PROJECTA. [§501] General Description of the Proposed Financing Method

TIDA is authorized to finance this Redevelopment Project with financial assistance from the City and County, the State of California, the federal government, interest income, TIDA bonds, donations, loans from private financial institutions, the lease or sale of TIDA-owned property, or any other available source, public or private. TIDA is further authorized to finance this Redevelopment Project utilizing tax increment funds provided for under Section 502 of this Redevelopment Plan.

TIDA is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Redevelopment Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to TIDA. Advances and loans for survey and planning and for the operating capital for nominal administration of this Redevelopment Project may be provided by the City and County until



adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City and County. The City and County, as it is able, may also supply additional assistance through City and County loans and grants for various public facilities.

The City and County or any other public agency may expend money or incur indebtedness to assist TIDA in carrying out this Redevelopment Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

B. [§502] Tax Increment Funds

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the City and County, any district, or any other public corporation (hereinafter sometimes called "taxing agencies"), after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project as shown upon the assessment roll used in connection with the taxation of that property by the taxing agency, last equalized prior to the effective date of the ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Redevelopment Project on the effective date of the ordinance but to which that territory has been annexed or otherwise included after that effective date, the assessment roll of the County of San Francisco, last equalized on the effective date of the ordinance, shall be used in determining the assessed valuation of the taxable property in the Redevelopment Project on the effective date).
2. Except as provided in subdivision 3, below, or in Section 33492.15 of the CRL, that portion of the levied taxes each year in excess of that amount shall be allocated to and when collected shall be paid into a special fund of TIDA to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by TIDA to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed valuation of the taxable property in the Redevelopment Project exceeds the total assessed value of the taxable property in the Redevelopment Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Redevelopment Project shall be paid to the respective taxing agencies. When the loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the



Redevelopment Project shall be paid to the respective taxing agencies as taxes on all other property are paid.

3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency. This subdivision 3 shall only apply to taxes levied to repay bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989.

The portion of taxes mentioned in subdivision 2, above, are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by TIDA to finance or refinance the Redevelopment Project, in whole or in part. TIDA is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Redevelopment Project.

The portion of taxes divided and allocated to TIDA pursuant to subdivision 2 of this Section 502 net of the portion of such taxes required under Section 33607.5 and 33492.15 of the CRL or other enactments of the California Legislature to be retained or paid to or for the benefit of other taxing entities and net of any payments required to be made by TIDA to the Educational Revenue Augmentation Fund (the "ERAF"), the County Supplemental Educational Revenue Augmentation Fund (the "SERAF"), or any other similar fund pursuant to State legislation shall not exceed a cumulative total of Eight Billion Dollars (\$8,000,000,000).

TIDA is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Redevelopment Project. Neither the members of TIDA nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of TIDA are not a debt of the City and County or the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of TIDA, and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

In compliance with Section 33334.1 of the CRL, the amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes described in subdivision 2 above which can be outstanding at any one time shall not exceed One Billion Five Hundred Million Dollars (\$1,500,000,000). For purposes of this limitation, "bonds" shall have the meaning set forth in Article 5 (commencing with Section 33640) of Chapter 6 of the CRL.

TIDA shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Redevelopment Project beyond twenty (20) years from the date the County



Auditor certifies pursuant to Section 33492.9 of the CRL (the date of the final day of the first fiscal year in which \$100,000 or more of tax increment funds from the Project Area are paid to TIDA pursuant to subdivision (d) of Section 33675 of the CRL). Loans, advances, or indebtedness may be repaid over a period of time beyond said time limit. This time limit shall not prevent TIDA from incurring debt to be paid from the Low and Moderate Income Housing Fund or establishing more debt in order to fulfill TIDA's housing obligations under Section 33413 of the CRL. Further, this time limit shall not prevent TIDA from refinancing, refunding, or restructuring indebtedness after the time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit for repaying indebtedness set forth immediately below in this Section 502.

TIDA shall not receive property taxes, and shall not repay loans, advances, or other indebtedness to be paid with the proceeds of property taxes from the Project Area pursuant to Section 33670 of the CRL and this Section 502 beyond forty-five (45) years from the date the County Auditor certifies pursuant to Section 33492.9 of the CRL.

C. [§503] Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of California, the City and County or any other public or private source may be utilized if available.

**VI. [§600] ACTIONS BY THE CITY AND COUNTY**

The City and County shall aid and cooperate with TIDA in carrying out this Redevelopment Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Redevelopment Plan and to prevent the recurrence or spread of conditions causing blight in the Development Plan Area. Actions by the City and County may include, but not be limited to, the following when and to the extent requested by TIDA:

- A. Institution and completion of proceedings necessary, as determined by TIDA, for constructing, opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public right-of-ways and for other necessary modifications of the streets, the street layout, and other public right-of-ways in the Development Plan Area. Such action by the City and County may include the requirement of abandonment, removal, and relocation by the public utility companies of their facilities in public right-of-ways as appropriate to carry out this Redevelopment Plan. Notwithstanding the foregoing, nothing in this Redevelopment Plan shall be construed to relieve a party that is required by law, regulation, contract or otherwise to bear such costs of abandonment, removal and/or relocation from such obligation.
- B. Provision of advances, loans, or grants to TIDA or the expenditure of funds for projects implementing this Redevelopment Plan as deemed appropriate by the City and County and to the extent funds are available therefor.



- C. Institution and completion of proceedings necessary, as determined by TIDA, for changes and improvements in private and publicly owned public utilities within or affecting the Development Plan Area.
- D. Revision of zoning (if necessary, as determined by TIDA) within the Development Plan Area to permit the land uses and development authorized by this Redevelopment Plan.
- E. Imposition wherever necessary, as determined by TIDA, of appropriate controls within the limits of this Redevelopment Plan upon parcels in the Development Plan Area to ensure their proper development and use.
- G. Performance of the above actions and of all other functions and services, as determined by TIDA as necessary, relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule that will permit the redevelopment of the Development Plan Area to be commenced and carried to completion without unnecessary delays.
- H. The undertaking and completing of any other proceedings necessary, as determined by TIDA, to carry out the Redevelopment Project.
- I. Entering into such agreements or other documents to assist TIDA in implementing the Redevelopment Plan, including Interagency Cooperation Agreements, Infrastructure Plans, statutory Development Agreements and other documents as deemed necessary.

The foregoing actions to be taken by the City and County, when requested by TIDA, do not involve or constitute any commitment for financial outlays by the City and County unless specifically agreed to and authorized by the City and County.

## VII. [§700] ENFORCEMENT

The administration and enforcement of this Redevelopment Plan, including the preparation and execution of any documents implementing this Redevelopment Plan, shall be performed by TIDA.

The provisions of this Redevelopment Plan or other documents entered into pursuant to this Redevelopment Plan also may be enforced by court litigation instituted by TIDA. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Redevelopment Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Development Plan Area may be enforced by such owners.



# **VIII. [§800] DURATION AND EFFECTIVENESS OF THIS REDEVELOPMENT PLAN**

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Redevelopment Plan shall be effective, and the provisions of other documents formulated pursuant to this Redevelopment Plan may be made effective, for thirty (30) years from the date the County Auditor certifies pursuant to Section 33492.9 of the CRL (the date of the final day of the first fiscal year in which \$100,000 or more of tax increment funds from the Project Area are paid to TIDA pursuant to subdivision (d) of Section 33675 of the CRL); provided, however, that subject to the limitations set forth in Section 502 of this Redevelopment Plan, TIDA may issue bonds and incur obligations pursuant to this Redevelopment Plan which extend beyond the termination date, and in such event, this Redevelopment Plan shall continue in effect to the extent necessary to permit the full repayment of such bonds or other obligations. After the termination of this Redevelopment Plan, TIDA shall have no authority to act pursuant to this Redevelopment Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts unless TIDA has not completed its housing obligations pursuant to Section 33413 of the CRL, in which case TIDA shall retain its authority to implement requirements under Section 33413 of the CRL, including its ability to incur and pay indebtedness for this purpose, and shall use this authority to complete such housing obligations as soon as is reasonably possible.

# **IX. [§900] PROCEDURE FOR AMENDMENT**

This Redevelopment Plan may be amended by means of the procedure established in Section 33354.6 and/or 33450-33458 of the CRL or by any other procedure hereafter established by law.

# **X. [§1000] SEVERABILITY**

If any provision, section, subsection, subdivision, sentence, clause or phrase of this Redevelopment Plan is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion or portions of this Redevelopment Plan.



**ATTACHMENT NO. 1**

**LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES**





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PLANNERS

December 16, 2009

**LEGAL DESCRIPTION  
FOR REDEVELOPMENT AREA**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of the lands shown as "TREASURE ISLAND NAVAL STATION PER CIVIL CASE 22164-G FILED APRIL 3, 1944" on that certain Record of Survey filed for record July 15, 2003 in Book AA of Maps at pages 85 through 95, inclusive, and all of the lands shown as "TRANSFERRED TO THE U.S. DEPT. OF LABOR MARCH 3, 1998", as shown on said Record of Survey, and all of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

**BEGINNING** at Station "GOAT" as shown on said Record of Survey; thence along the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey, North 26°51'13" West 7999.44 feet to the **TRUE POINT OF BEGINNING**;

thence along the northwesterly line of said Treasure Island Naval Station,  
North 63°08'47" East 4499.68 feet;

thence along the northeasterly line of said Treasure Island Naval Station,  
South 26°51'13" East 7619.52 feet to a point 899.94 feet northerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eleven (11) courses:

- 1) South 73°55'17" East 326.55 feet;
- 2) South 58°23'25" East 355.15 feet;
- 3) South 39°25'22" East 354.20 feet;
- 4) South 22°34'19" East 401.01 feet;
- 5) South 03°59'45" West 242.83 feet;
- 6) South 01°04'17" East 75.77 feet;
- 7) South 06°35'45" West 361.72 feet;





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- 8) South  $39^{\circ}14'49''$  West 240.16 feet;
- 9) South  $25^{\circ}37'46''$  West 387.12 feet;
- 10) South  $61^{\circ}38'51''$  West 5.31 feet;
- 11) South  $24^{\circ}04'50''$  West 30.21 feet;

thence leaving last said line, North  $65^{\circ}55'10''$  West 1359.59 feet to the intersection with the general northeasterly line of Parcel 57935-1, as said parcel is described in that certain Quitclaim Deed, recorded on October 26, 2000 as Document Number 2000-G855531-00, San Francisco County Records, on the course described in said document as "North  $35^{\circ}38'09''$  West 272.50 feet;"

thence along said general northeasterly line of last said Parcel 57935-1 the following eight (8) courses:

- 1) North  $35^{\circ}38'09''$  West 79.58 feet;
- 2) South  $54^{\circ}21'17''$  West 208.53 feet;
- 3) South  $37^{\circ}04'28''$  West 290.15 feet;
- 4) South  $18^{\circ}33'18''$  West 102.16 feet;
- 5) South  $13^{\circ}55'49''$  West 67.09 feet;
- 6) South  $22^{\circ}18'03''$  West 88.67 feet;
- 7) South  $42^{\circ}09'33''$  West 229.65 feet;
- 8) along last said northeasterly line and its southeasterly projection, South  $29^{\circ}09'38''$  East 160.32 feet;

thence South  $45^{\circ}23'45''$  West 10.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South  $76^{\circ}28'42''$  West;

thence along said curve having a radius of 90.99 feet, through a central angle of  $83^{\circ}09'49''$ , and an arc length of 132.07 feet to a point of reverse curvature;

thence along said curve having a radius of 10.00 feet, through a central angle of  $57^{\circ}10'03''$ , and an arc length of 9.98 feet to a point of compound of curvature;





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thence along said curve having a radius of 213.77 feet, through a central angle of  $10^{\circ}16'00''$ , and an arc length of 38.30 feet;

thence South  $2^{\circ}21'28''$  West, 98.84 feet to the beginning of a tangent curve to the left and a point hereinafter referred to as **POINT "A"**;

thence along said curve having a radius of 265.00 feet, through a central angle of  $11^{\circ}22'51''$  and an arc length of 52.64 feet;

thence South  $9^{\circ}10'23''$  East, 15.39 feet;

thence North  $89^{\circ}20'17''$  West, 14.87 feet;

thence South  $00^{\circ}52'35''$  East, 112.76 feet;

thence South  $2^{\circ}12'50''$  West, 24.72 feet;

thence South  $3^{\circ}49'35''$  West, 21.00 feet;

thence South  $8^{\circ}24'24''$  West, 101.83 feet to the beginning of a tangent curve to the right and a point hereinafter referred to as **POINT "B"**;

thence along said curve having a radius of 276.66 feet, through a central angle of  $61^{\circ}05'20''$ , and an arc length of 294.98 feet;

thence South  $83^{\circ}22'55''$  West, 81.45 feet;

thence North  $78^{\circ}57'27''$  West, 444.07 feet;

thence South  $41^{\circ}31'43''$  West, 565.39 feet;

thence South  $21^{\circ}39'43''$  West, 919.34 feet to a point 899.94 feet southerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eighteen (18) courses:

- 1) North  $64^{\circ}19'07''$  West 1030.34;
- 2) North  $67^{\circ}51'05''$  West 419.65 feet;
- 3) North  $17^{\circ}25'07''$  West 107.80 feet;
- 4) North  $61^{\circ}36'55''$  West 68.75 feet;
- 5) North  $45^{\circ}33'55''$  West 432.38 feet;





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- 6) North 24°02'59" West 157.87 feet;
- 7) North 42°15'03" West 18.49 feet;
- 8) North 31°19'05" West 54.47 feet;
- 9) North 44°55'02" West 436.06 feet;
- 10) North 6°29'08" West 319.55 feet;
- 11) North 17°21'13" West 111.31 feet;
- 12) North 2°26'10" West 414.66 feet;
- 13) North 27°34'47" East 644.94 feet;
- 14) North 11°37'07" West 79.32 feet;
- 15) North 36°22'46" East 148.22 feet;
- 16) North 5°46'49" East 10.89 feet;
- 17) North 12°27'09" East 208.62 feet;
- 18) North 25°47'47" East 5.07 feet to a point on the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey;

thence along said southwesterly line, North 26°51'13" West 6544.74 feet to the **TRUE POINT OF BEGINNING**, containing 46,067,312 square feet or 1,057.56 acres, more or less.

**EXCEPTING THEREFROM:**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

**BEGINNING** at the hereinabove described **POINT "A"**;





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thence North  $88^{\circ}03'13''$  West, 28.35 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**;

thence South  $1^{\circ}56'47''$  West, 184.31 feet to a point of cusp, and the beginning of a non-tangent curve to the left, from which a point a radial line bears North  $89^{\circ}51'11''$  West;

thence northerly along said curve having a radius of 265.10 feet, through a central angle of  $10^{\circ}57'56''$ , and an arc length of 50.74 feet;

thence North  $10^{\circ}49'07''$  West, 88.08 feet;

thence North  $60^{\circ}19'59''$  East, 10.32 feet to the beginning of a non-tangent curve to the left from which point a radial line, from the curve to the radius point, bears South  $60^{\circ}19'59''$  West;

thence northwesterly along said curve having a radius of 295.00 feet, through a central angle of  $30^{\circ}31'28''$ , and an arc length of 157.16 feet;

thence North  $60^{\circ}11'29''$  West, 50.87 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 48.00 feet, through a central angle of  $77^{\circ}11'00''$ , and an arc length of 64.66 feet to a point of compound curvature;

thence along said curve having a radius of 138.32 feet, through a central angle of  $21^{\circ}22'42''$ , and an arc length of 51.61 feet;

thence North  $38^{\circ}22'13''$  East, 129.93 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 20.00 feet, through a central angle of  $83^{\circ}34'39''$ , and an arc length of 29.17 feet to a point of compound curvature;

thence along said curve having a radius of 138.55 feet, through a central angle of  $36^{\circ}51'39''$ , and an arc length of 89.14 feet;

thence South  $4^{\circ}47'46''$  West, 26.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South  $70^{\circ}28'54''$  West;

thence southerly along said curve having a radius of 245.00 feet, through a central angle of  $21^{\circ}27'53''$ , and an arc length of 91.78 feet;

thence South  $1^{\circ}56'47''$  West, 117.09 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**, containing an area of 43,110 square feet, more or less.





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**ALSO EXCEPTING THEREFROM:**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

**BEGINNING** at the herein above described **POINT "B";**

thence North  $80^{\circ}39'40''$  West, 44.49 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO;**

thence South  $9^{\circ}20'20''$  West, 48.64 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 185.35 feet, through a central angle of  $91^{\circ}49'36''$  and an arc length of 297.06 feet;

thence North  $78^{\circ}50'04''$  West, 351.42 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 285.61 feet, through a central angle of  $26^{\circ}23'13''$  and an arc length of 131.53 feet;

thence North  $52^{\circ}26'51''$  West, 76.59 feet;

thence North  $41^{\circ}31'00''$  East, 266.16 feet;

thence North  $76^{\circ}16'12''$  West, 13.61 feet;

thence North  $26^{\circ}41'18''$  East, 37.94 feet;

thence South  $76^{\circ}50'42''$  East, 28.28 feet;

thence North  $09^{\circ}59'58''$  East, 42.80 feet;

thence South  $77^{\circ}39'22''$  East, 22.03 feet;

thence North  $41^{\circ}31'00''$  East, 163.48 feet;

thence South  $48^{\circ}29'00''$  East, 32.00 feet;

thence North  $41^{\circ}31'00''$  East, 28.30 feet to the beginning of a tangent curve to the right;





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thence along said curve having a radius of 148.81 feet, through a central angle of 47°50'31" and an arc length of 124.26 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South 2°49'04" West;

thence along said curve having a radius of 227.02 feet, through a central angle of 26°23'36" and an arc length of 104.58 feet;

thence South 60°47'20" East, 51.83 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 230.74 feet, through a central angle of 30°32'59" and an arc length of 123.03 feet to a point of compound curvature;

thence along said curve having a radius of 284.53 feet, through a central angle of 39°34'41" and an arc length of 196.54 feet;

thence South 9°20'20" West, 81.25 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**, containing an area of 318,644 square feet or 7.32 acres, more or less.

Total area = 46,067,312 - (43,110 + 318,644) = 45,705,558 square feet or 1049.26 acres, more or less.

Basis of Bearings: Bearings are based on the North American Datum of 1983, Epoch 1991.35. All distances in this description are grid distances. Multiply expressed distances by 1.00007026 to obtain ground distances. Areas shown are calculated using grid distances.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

*Michael A. Shoup* 12-16-09

Michael A. Shoup, PLS 7616  
License Expires 12/31/2010



**END OF DESCRIPTION**

J:\Surf06\060077\Legal & Plat\12-10-09\Treas Island Legal.doc



Parcel name: TI OVERALL

North: 2130254.4618	East : 6017210.8936
Line Course: N 63-08-47 E	Length: 4499.68
North: 2132287.0236	East : 6021225.3440
Line Course: S 26-51-13 E	Length: 7619.52
North: 2125489.1656	East : 6024667.1767
Line Course: S 73-55-17 E	Length: 326.55
North: 2125398.7256	East : 6024980.9529
Line Course: S 58-23-25 E	Length: 355.15
North: 2125212.5807	East : 6025283.4121
Line Course: S 39-25-22 E	Length: 354.20
North: 2124938.9679	East : 6025508.3425
Line Course: S 22-34-19 E	Length: 401.01
North: 2124568.6759	East : 6025662.2674
Line Course: S 03-59-45 W	Length: 242.83
North: 2124326.4362	East : 6025645.3461
Line Course: S 01-04-17 E	Length: 75.77
North: 2124250.6795	East : 6025646.7628
Line Course: S 06-35-45 W	Length: 361.72
North: 2123891.3537	East : 6025605.2139
Line Course: S 39-14-49 W	Length: 240.16
North: 2123705.3674	East : 6025453.2733
Line Course: S 25-37-46 W	Length: 387.12
North: 2123356.3360	East : 6025285.8249
Line Course: S 61-38-51 W	Length: 5.31
North: 2123353.8143	East : 6025281.1519
Line Course: S 24-04-50 W	Length: 30.21
North: 2123326.2334	East : 6025268.8256
Line Course: N 65-55-10 W	Length: 1359.59
North: 2123880.9742	East : 6024027.5570
Line Course: N 35-38-09 W	Length: 79.58
North: 2123945.6518	East : 6023981.1912
Line Course: S 54-21-17 W	Length: 208.53
North: 2123824.1277	East : 6023811.7313
Line Course: S 37-04-28 W	Length: 290.15
North: 2123592.6307	East : 6023636.8137
Line Course: S 18-33-18 W	Length: 102.16
North: 2123495.7811	East : 6023604.3049
Line Course: S 13-55-49 W	Length: 67.09
North: 2123430.6643	East : 6023588.1536
Line Course: S 22-18-03 W	Length: 88.67
North: 2123348.6264	East : 6023554.5060
Line Course: S 42-09-33 W	Length: 229.65
North: 2123178.3908	East : 6023400.3667
Line Course: S 29-09-38 E	Length: 160.32
North: 2123038.3901	East : 6023478.4840
Line Course: S 45-23-45 W	Length: 10.05



North:	2123031.3329	East :	6023471.3286
Curve Length:	132.07	Radius:	90.99
Delta:	83-09-49	Tangent:	80.73
Chord:	120.78	Course:	S 28-03-37 W
Course In:	S 76-28-42 W	Course Out:	S 20-21-29 E
RP North:	2123010.0583	East :	6023382.8607
End North:	2122924.7518	East :	6023414.5148
Curve Length:	9.98	Radius:	10.00
Delta:	57-10-03	Tangent:	5.45
Chord:	9.57	Course:	S 41-03-30 W
Course In:	S 20-21-29 E	Course Out:	N 77-31-32 W
RP North:	2122915.3764	East :	6023417.9937
End North:	2122917.5365	East :	6023408.2298
Curve Length:	38.30	Radius:	213.77
Delta:	10-16-00	Tangent:	19.20
Chord:	38.25	Course:	S 07-20-28 W
Course In:	S 77-31-32 E	Course Out:	N 87-47-32 W
RP North:	2122871.3613	East :	6023616.9532
End North:	2122879.5964	East :	6023403.3419
Line Course:	S 02-12-28 W	Length:	98.84
North:	2122780.8298	East :	6023399.5342
Curve Length:	52.64	Radius:	265.00
Delta:	11-22-51	Tangent:	26.41
Chord:	52.55	Course:	S 03-28-58 E
Course In:	S 87-47-32 E	Course Out:	S 80-49-37 W
RP North:	2122770.6211	East :	6023664.3375
End North:	2122728.3756	East :	6023402.7265
Line Course:	S 09-10-23 E	Length:	15.39
North:	2122713.1824	East :	6023405.1799
Line Course:	N 89-20-17 W	Length:	14.87
North:	2122713.3542	East :	6023390.3109
Line Course:	S 00-52-35 E	Length:	112.76
North:	2122600.6074	East :	6023392.0356
Line Course:	S 02-12-50 W	Length:	24.72
North:	2122575.9058	East :	6023391.0807
Line Course:	S 03-49-35 W	Length:	21.00
North:	2122554.9526	East :	6023389.6793
Line Course:	S 08-24-24 W	Length:	101.83
North:	2122454.2168	East :	6023374.7919
Curve Length:	294.98	Radius:	276.66
Delta:	61-05-20	Tangent:	163.25
Chord:	281.20	Course:	S 38-57-04 W
Course In:	N 81-35-36 W	Course Out:	S 20-30-16 E
RP North:	2122494.6639	East :	6023101.1045
End North:	2122235.5317	East :	6023198.0130
Line Course:	S 83-22-55 W	Length:	81.45
North:	2122226.1446	East :	6023117.1058
Line Course:	N 78-57-27 W	Length:	444.07
North:	2122311.2005	East :	6022681.2575
Line Course:	S 41-31-43 W	Length:	565.39
North:	2121887.9355	East :	6022306.4074
Line Course:	S 21-39-43 W	Length:	919.34
North:	2121033.5212	East :	6021967.0518
Line Course:	N 64-19-07 W	Length:	1030.34



	North: 2121480.0359	East : 6021038.4910
Line	Course: N 67-51-05 W	Length: 419.65
	North: 2121638.2483	East : 6020649.8074
Line	Course: N 17-25-07 W	Length: 107.80
	North: 2121741.1049	East : 6020617.5374
Line	Course: N 61-36-55 W	Length: 68.75
	North: 2121773.7879	East : 6020557.0528
Line	Course: N 45-33-55 W	Length: 432.38
	North: 2122076.4955	East : 6020248.3125
Line	Course: N 24-02-59 W	Length: 157.87
	North: 2122220.6612	East : 6020183.9759
Line	Course: N 42-15-03 W	Length: 18.49
	North: 2122234.3476	East : 6020171.5436
Line	Course: N 31-19-05 W	Length: 54.47
	North: 2122280.8811	East : 6020143.2307
Line	Course: N 44-55-02 W	Length: 436.06
	North: 2122589.6672	East : 6019835.3355
Line	Course: N 06-29-08 W	Length: 319.55
	North: 2122907.1722	East : 6019799.2415
Line	Course: N 17-21-13 W	Length: 111.31
	North: 2123013.4156	East : 6019766.0413
Line	Course: N 02-26-10 W	Length: 414.66
	North: 2123427.7008	East : 6019748.4160
Line	Course: N 27-34-47 E	Length: 644.94
	North: 2123999.3547	East : 6020047.0119
Line	Course: N 11-37-07 W	Length: 79.32
	North: 2124077.0494	East : 6020031.0371
Line	Course: N 36-22-46 E	Length: 148.22
	North: 2124196.3823	East : 6020118.9509
Line	Course: N 05-46-49 E	Length: 10.89
	North: 2124207.2170	East : 6020120.0476
Line	Course: N 12-27-09 E	Length: 208.62
	North: 2124410.9292	East : 6020165.0324
Line	Course: N 25-47-47 E	Length: 5.07
	North: 2124415.4939	East : 6020167.2387
Line	Course: N 26-51-13 W	Length: 6544.74
	North: 2130254.4724	East : 6017210.8977

Perimeter: 31635.80 Area: 46,067,312 sq. ft. 1,057.56 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0114

Course: N 21-11-15 E

Error North: 0.01062

East : 0.00412

Precision 1: 2,775,068.42



North:	2123031.3329	East :	6023471.3286
Curve Length:	132.07	Radius:	90.99
Delta:	83-09-49	Tangent:	80.73
Chord:	120.78	Course:	S 28-03-37 W
Course In:	S 76-28-42 W	Course Out:	S 20-21-29 E
RP North:	2123010.0583	East :	6023382.8607
End North:	2122924.7518	East :	6023414.5148
Curve Length:	9.98	Radius:	10.00
Delta:	57-10-03	Tangent:	5.45
Chord:	9.57	Course:	S 41-03-30 W
Course In:	S 20-21-29 E	Course Out:	N 77-31-32 W
RP North:	2122915.3764	East :	6023417.9937
End North:	2122917.5365	East :	6023408.2298
Curve Length:	38.30	Radius:	213.77
Delta:	10-16-00	Tangent:	19.20
Chord:	38.25	Course:	S 07-20-28 W
Course In:	S 77-31-32 E	Course Out:	N 87-47-32 W
RP North:	2122871.3613	East :	6023616.9532
End North:	2122879.5964	East :	6023403.3419
Line Course:	S 02-12-28 W	Length:	98.84
North:	2122780.8298	East :	6023399.5342
Curve Length:	52.64	Radius:	265.00
Delta:	11-22-51	Tangent:	26.41
Chord:	52.55	Course:	S 03-28-58 E
Course In:	S 87-47-32 E	Course Out:	S 80-49-37 W
RP North:	2122770.6211	East :	6023664.3375
End North:	2122728.3756	East :	6023402.7265
Line Course:	S 09-10-23 E	Length:	15.39
North:	2122713.1824	East :	6023405.1799
Line Course:	N 89-20-17 W	Length:	14.87
North:	2122713.3542	East :	6023390.3109
Line Course:	S 00-52-35 E	Length:	112.76
North:	2122600.6074	East :	6023392.0356
Line Course:	S 02-12-50 W	Length:	24.72
North:	2122575.9058	East :	6023391.0807
Line Course:	S 03-49-35 W	Length:	21.00
North:	2122554.9526	East :	6023389.6793
Line Course:	S 08-24-24 W	Length:	101.83
North:	2122454.2168	East :	6023374.7919
Curve Length:	294.98	Radius:	276.66
Delta:	61-05-20	Tangent:	163.25
Chord:	281.20	Course:	S 38-57-04 W
Course In:	N 81-35-36 W	Course Out:	S 20-30-16 E
RP North:	2122494.6639	East :	6023101.1045
End North:	2122235.5317	East :	6023198.0130
Line Course:	S 83-22-55 W	Length:	81.45
North:	2122226.1446	East :	6023117.1058
Line Course:	N 78-57-27 W	Length:	444.07
North:	2122311.2005	East :	6022681.2575
Line Course:	S 41-31-43 W	Length:	565.39
North:	2121887.9355	East :	6022306.4074
Line Course:	S 21-39-43 W	Length:	919.34
North:	2121033.5212	East :	6021967.0518
Line Course:	N 64-19-07 W	Length:	1030.34



	North: 2121480.0359	East : 6021038.4910
Line	Course: N 67-51-05 W	Length: 419.65
	North: 2121638.2483	East : 6020649.8074
Line	Course: N 17-25-07 W	Length: 107.80
	North: 2121741.1049	East : 6020617.5374
Line	Course: N 61-36-55 W	Length: 68.75
	North: 2121773.7879	East : 6020557.0528
Line	Course: N 45-33-55 W	Length: 432.38
	North: 2122076.4955	East : 6020248.3125
Line	Course: N 24-02-59 W	Length: 157.87
	North: 2122220.6612	East : 6020183.9759
Line	Course: N 42-15-03 W	Length: 18.49
	North: 2122234.3476	East : 6020171.5436
Line	Course: N 31-19-05 W	Length: 54.47
	North: 2122280.8811	East : 6020143.2307
Line	Course: N 44-55-02 W	Length: 436.06
	North: 2122589.6672	East : 6019835.3355
Line	Course: N 06-29-08 W	Length: 319.55
	North: 2122907.1722	East : 6019799.2415
Line	Course: N 17-21-13 W	Length: 111.31
	North: 2123013.4156	East : 6019766.0413
Line	Course: N 02-26-10 W	Length: 414.66
	North: 2123427.7008	East : 6019748.4160
Line	Course: N 27-34-47 E	Length: 644.94
	North: 2123999.3547	East : 6020047.0119
Line	Course: N 11-37-07 W	Length: 79.32
	North: 2124077.0494	East : 6020031.0371
Line	Course: N 36-22-46 E	Length: 148.22
	North: 2124196.3823	East : 6020118.9509
Line	Course: N 05-46-49 E	Length: 10.89
	North: 2124207.2170	East : 6020120.0476
Line	Course: N 12-27-09 E	Length: 208.62
	North: 2124410.9292	East : 6020165.0324
Line	Course: N 25-47-47 E	Length: 5.07
	North: 2124415.4939	East : 6020167.2387
Line	Course: N 26-51-13 W	Length: 6544.74
	North: 2130254.4724	East : 6017210.8977

Perimeter: 31635.80 Area: 46,067,312 sq. ft. 1,057.56 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0114 Course: N 21-11-15 E

Error North: 0.01062 East : 0.00412

Precision : 1: 2,775,068.42



Parcel name: TI EXCEPTION ONE

North: 2122781.7905 East : 6023371.2081  
Line Course: S 01-56-47 W Length: 184.31  
North: 2122597.5869 East : 6023364.9482  
Curve Length: 50.74 Radius: 265.10  
Delta: 10-57-56 Tangent: 25.45  
Chord: 50.66 Course: N 05-20-09 W  
Course In: N 89-51-11 W Course Out: N 79-10-53 E  
RP North: 2122598.2668 East : 6023099.8490  
End North: 2122648.0261 East : 6023360.2372  
Line Course: N 10-49-07 W Length: 88.08  
North: 2122734.5406 East : 6023343.7046  
Line Course: N 60-19-59 E Length: 10.32  
North: 2122739.6486 East : 6023352.6718  
Curve Length: 157.16 Radius: 295.00  
Delta: 30-31-28 Tangent: 80.49  
Chord: 155.31 Course: N 44-55-45 W  
Course In: S 60-19-59 W Course Out: N 29-48-31 E  
RP North: 2122593.6361 East : 6023096.3412  
End North: 2122849.6049 East : 6023242.9870  
Line Course: N 60-11-29 W Length: 50.87  
North: 2122874.8926 East : 6023198.8476  
Curve Length: 64.66 Radius: 48.00  
Delta: 77-11-00 Tangent: 38.31  
Chord: 59.88 Course: N 21-35-59 W  
Course In: N 29-48-31 E Course Out: N 73-00-29 W  
RP North: 2122916.5418 East : 6023222.7086  
End North: 2122930.5692 East : 6023176.8040  
Curve Length: 51.61 Radius: 138.32  
Delta: 21-22-42 Tangent: 26.11  
Chord: 51.31 Course: N 27-40-52 E  
Course In: S 73-00-29 E Course Out: N 51-37-47 W  
RP North: 2122890.1469 East : 6023309.0858  
End North: 2122976.0078 East : 6023200.6407  
Line Course: N 38-22-13 E Length: 129.93  
North: 2123077.8750 East : 6023281.2936  
Curve Length: 29.17 Radius: 20.00  
Delta: 83-34-39 Tangent: 17.87  
Chord: 26.66 Course: N 80-09-33 E  
Course In: S 51-37-47 E Course Out: N 31-56-52 E  
RP North: 2123065.4601 East : 6023296.9739  
End North: 2123082.4308 East : 6023307.5569  
Curve Length: 89.14 Radius: 138.55  
Delta: 36-51-39 Tangent: 46.17  
Chord: 87.61 Course: S 39-37-18 E  
Course In: S 31-56-52 W Course Out: N 68-48-31 E  
RP North: 2122964.8668 East : 6023234.2437  
End North: 2123014.9505 East : 6023363.4247



Line Course: S 04-47-46 W Length: 26.05  
North: 2122988.9917 East : 6023361.2466  
Curve Length: 91.78 Radius: 245.00  
Delta: 21-27-53 Tangent: 46.44  
Chord: 91.25 Course: S 08-47-10 E  
Course In: S 70-28-54 W Course Out: S 88-03-13 E  
RP North: 2122907.1351 East : 6023130.3256  
End North: 2122898.8139 East : 6023375.1843  
Line Course: S 01-56-47 W Length: 117.09  
North: 2122781.7914 East : 6023371.2074

Perimeter: 1140.91 Area: 43,110 sq. ft. 0.99 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0012 Course: N 40-11-10 W  
Error North: 0.00088 East : -0.00075  
Precision 1: 950,758.33

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Parcel name: TI EXCEPTION TWO

North: 2122461.4338 East : 6023330.8930  
Line Course: S 09-20-20 W Length: 48.64  
North: 2122413.4385 East : 6023323.0000  
Curve Length: 297.06 Radius: 185.35  
Delta: 91-49-36 Tangent: 191.36  
Chord: 266.27 Course: S 55-15-08 W  
Course In: N 80-39-40 W Course Out: S 11-09-56 W  
RP North: 2122443.5159 East : 6023140.1066  
End North: 2122261.6743 East : 6023104.2146  
Line Course: N 78-50-04 W Length: 351.42  
North: 2122329.7248 East : 6022759.4464  
Curve Length: 131.53 Radius: 285.61  
Delta: 26-23-13 Tangent: 66.95  
Chord: 130.38 Course: N 65-38-27 W  
Course In: N 11-09-56 E Course Out: S 37-33-09 W  
RP North: 2122609.9287 East : 6022814.7532  
End North: 2122383.4985 East : 6022640.6773  
Line Course: N 52-26-51 W Length: 76.59  
North: 2122430.1792 East : 6022579.9571  
Line Course: N 41-31-00 E Length: 266.16  
North: 2122629.4699 East : 6022756.3780  
Line Course: N 76-16-12 W Length: 13.61  
North: 2122632.7002 East : 6022743.1570  
Line Course: N 26-41-18 E Length: 37.94  
North: 2122666.5982 East : 6022760.1972  
Line Course: S 76-50-42 E Length: 28.28



	North: 2122660.1621	East : 6022787.7351
Line	Course: N 09-59-58 E	Length: 42.80
	North: 2122702.3119	East : 6022795.1668
Line	Course: S 77-39-22 E	Length: 22.03
	North: 2122697.6024	East : 6022816.6875
Line	Course: N 41-31-00 E	Length: 163.48
	North: 2122820.0101	East : 6022925.0483
Line	Course: S 48-29-00 E	Length: 32.00
	North: 2122798.7993	East : 6022949.0087
Line	Course: N 41-31-00 E	Length: 28.30
	North: 2122819.9893	East : 6022967.7670
Curve	Length: 124.26	Radius: 148.81
	Delta: 47-50-31	Tangent: 66.01
	Chord: 120.68	Course: N 65-26-15 E
	Course In: S 48-29-00 E	Course Out: N 00-38-29 W
	RP North: 2122721.3524	East : 6023079.1904
	End North: 2122870.1531	East : 6023077.5246
Curve	Length: 104.58	Radius: 227.02
	Delta: 26-23-36	Tangent: 53.23
	Chord: 103.65	Course: S 73-59-08 E
	Course In: S 02-49-04 W	Course Out: N 29-12-40 E
	RP North: 2122643.4076	East : 6023066.3644
	End North: 2122841.5569	East : 6023177.1567
Line	Course: S 60-47-20 E	Length: 51.83
	North: 2122816.2623	East : 6023222.3954
Curve	Length: 123.03	Radius: 230.74
	Delta: 30-32-59	Tangent: 63.01
	Chord: 121.58	Course: S 45-30-51 E
	Course In: S 29-12-40 W	Course Out: N 59-45-39 E
	RP North: 2122614.8661	East : 6023109.7876
	End North: 2122731.0692	East : 6023309.1309
Curve	Length: 196.54	Radius: 284.53
	Delta: 39-34-41	Tangent: 102.38
	Chord: 192.66	Course: S 10-27-01 E
	Course In: S 59-45-39 W	Course Out: S 80-39-40 E
	RP North: 2122587.7769	East : 6023063.3167
	End North: 2122541.6052	East : 6023344.0755
Line	Course: S 09-20-20 W	Length: 81.25
	North: 2122461.4321	East : 6023330.8908

Perimeter: 2221.34 Area: 318,644 sq. ft. 7.32 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0028 Course: S 51-43-00 W

Error North: -0.00171 East : -0.00217

Precision 1: 793,332.14



Parcel name: TI CHECK

North: 2122780.8276 East : 6023399.5420  
Line Course: N 88-03-13 W Length: 28.35  
North: 2122781.7905 East : 6023371.2084  
Line Course: S 01-56-47 W Length: 184.31  
North: 2122597.5869 East : 6023364.9484  
Curve Length: 50.74 Radius: 265.10  
Delta: 10-57-56 Tangent: 25.45  
Chord: 50.66 Course: N 05-20-09 W  
Course In: N 89-51-11 W Course Out: N 79-10-53 E  
RP North: 2122598.2668 East : 6023099.8493  
End North: 2122648.0261 East : 6023360.2375  
Line Course: N 10-49-07 W Length: 88.08  
North: 2122734.5406 East : 6023343.7048  
Line Course: N 60-19-59 E Length: 10.32  
North: 2122739.6486 East : 6023352.6721  
Curve Length: 157.16 Radius: 295.00  
Delta: 30-31-28 Tangent: 80.49  
Chord: 155.31 Course: N 44-55-45 W  
Course In: S 60-19-59 W Course Out: N 29-48-31 E  
RP North: 2122593.6361 East : 6023096.3415  
End North: 2122849.6049 East : 6023242.9873  
Line Course: S 31-41-47 W Length: 39.19  
North: 2122816.2603 East : 6023222.3961  
Curve Length: 123.03 Radius: 230.74  
Delta: 30-32-59 Tangent: 63.01  
Chord: 121.58 Course: S 45-30-51 E  
Course In: S 29-12-40 W Course Out: N 59-45-39 E  
RP North: 2122614.8641 East : 6023109.7883  
End North: 2122731.0672 East : 6023309.1317  
Curve Length: 196.54 Radius: 284.53  
Delta: 39-34-41 Tangent: 102.38  
Chord: 192.66 Course: S 10-27-01 E  
Course In: S 59-45-39 W Course Out: S 80-39-40 E  
RP North: 2122587.7749 East : 6023063.3175  
End North: 2122541.6032 East : 6023344.0763  
Line Course: S 09-20-20 W Length: 81.25  
North: 2122461.4301 East : 6023330.8916  
Line Course: S 80-39-40 E Length: 44.49  
North: 2122454.2105 East : 6023374.7919  
Line Course: N 08-24-24 E Length: 101.83  
North: 2122554.9464 East : 6023389.6792  
Line Course: N 03-49-35 E Length: 21.00  
North: 2122575.8996 East : 6023391.0806  
Line Course: N 02-12-50 E Length: 24.72  
North: 2122600.6012 East : 6023392.0356  
Line Course: N 00-52-35 W Length: 112.76  
North: 2122713.3480 East : 6023390.3109



Line Course: S 89-20-17 E Length: 14.87  
North: 2122713.1762 East : 6023405.1799  
Line Course: N 09-10-23 W Length: 15.39  
North: 2122728.3694 East : 6023402.7265  
Curve Length: 52.64 Radius: 265.00  
Delta: 11-22-51 Tangent: 26.41  
Chord: 52.55 Course: N 03-28-58 W  
Course In: N 80-49-37 E Course Out: N 87-47-32 W  
RP North: 2122770.6148 East : 6023664.3375  
End North: 2122780.8236 East : 6023399.5342

Perimeter: 1346.67 Area: 19,766 sq. ft. 0.45 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0088 Course: S 62-32-15 W  
Error North: -0.00408 East : -0.00785  
Precision 1: 153,030.68



*MA Shoup*  
12-16-09



**ATTACHMENT NO. 2**

**PROJECT AREA MAP**







ATTACHMENT NO. 3

DEVELOPMENT PLAN AREA MAP







**ATTACHMENT NO. 4**

**LEGAL DESCRIPTION OF THE DEVELOPMENT PLAN AREA BOUNDARIES (AS  
OF ADOPTION OF REDEVELOPMENT PLAN)**





ENGINEERS  
SURVEYORS  
PLANNERS

July 9, 2010

**LEGAL DESCRIPTION  
FOR DEVELOPMENT PLAN AREA**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of the lands shown as "TREASURE ISLAND NAVAL STATION PER CIVIL CASE 22164-G FILED APRIL 3, 1944" on that certain Record of Survey filed for record July 15, 2003 in Book AA of Maps at pages 85 through 95, inclusive, and all of the lands shown as "TRANSFERRED TO THE U.S. DEPT. OF LABOR MARCH 3, 1998", as shown on said Record of Survey, and all of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

**BEGINNING** at Station "GOAT" as shown on said Record of Survey; thence along the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey, North 26°51'13" West 7999.44 feet to the **TRUE POINT OF BEGINNING**;

thence along the northwesterly line of said Treasure Island Naval Station, North 63°08'47" East 4499.68 feet;

thence along the northeasterly line of said Treasure Island Naval Station, South 26°51'13" East 7619.52 feet to a point 899.94 feet northerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eleven (11) courses:

- 1) South 73°55'17" East 326.55 feet;
- 2) South 58°23'25" East 355.15 feet;
- 3) South 39°25'22" East 354.20 feet;
- 4) South 22°34'19" East 401.01 feet;
- 5) South 03°59'45" West 242.83 feet;
- 6) South 01°04'17" East 75.77 feet;
- 7) South 06°35'45" West 361.72 feet;





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- 8) South  $39^{\circ}14'49''$  West 240.16 feet;
- 9) South  $25^{\circ}37'46''$  West 387.12 feet;
- 10) South  $61^{\circ}38'51''$  West 5.31 feet;
- 11) South  $24^{\circ}04'50''$  West 30.21 feet;

thence leaving last said line, North  $65^{\circ}55'10''$  West 1359.59 feet to the intersection with the general northeasterly line of Parcel 57935-1, as said parcel is described in that certain Quitclaim Deed, recorded on October 26, 2000 as Document Number 2000-G855531-00, San Francisco County Records, on the course described in said document as "North  $35^{\circ}38'09''$  West 272.50 feet;"

thence along said general northeasterly line of last said Parcel 57935-1 the following eight (8) courses:

- 1) North  $35^{\circ}38'09''$  West 79.58 feet;
- 2) South  $54^{\circ}21'17''$  West 208.53 feet;
- 3) South  $37^{\circ}04'28''$  West 290.15 feet;
- 4) South  $18^{\circ}33'18''$  West 102.16 feet;
- 5) South  $13^{\circ}55'49''$  West 67.09 feet;
- 6) South  $22^{\circ}18'03''$  West 88.67 feet;
- 7) South  $42^{\circ}09'33''$  West 229.65 feet;
- 8) along last said northeasterly line and its southeasterly projection, South  $29^{\circ}09'38''$  East 160.32 feet;

thence South  $45^{\circ}23'45''$  West 10.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South  $76^{\circ}28'42''$  West;

thence along said curve having a radius of 90.99 feet, through a central angle of  $83^{\circ}09'49''$ , and an arc length of 132.07 feet to a point of reverse curvature;

thence along said curve having a radius of 10.00 feet, through a central angle of  $57^{\circ}10'03''$ , and an arc length of 9.98 feet to a point of compound of curvature;





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thence along said curve having a radius of 213.77 feet, through a central angle of  $10^{\circ}16'00''$ , and an arc length of 38.30 feet;

thence South  $2^{\circ}21'28''$  West, 98.84 feet to the beginning of a tangent curve to the left and a point hereinafter referred to as **POINT "A"**;

thence along said curve having a radius of 265.00 feet, through a central angle of  $11^{\circ}22'51''$  and an arc length of 52.64 feet;

thence South  $9^{\circ}10'23''$  East, 15.39 feet;

thence North  $89^{\circ}20'17''$  West, 14.87 feet;

thence South  $00^{\circ}52'35''$  East, 112.76 feet;

thence South  $2^{\circ}12'50''$  West, 24.72 feet;

thence South  $3^{\circ}49'35''$  West, 21.00 feet;

thence South  $8^{\circ}24'24''$  West, 101.83 feet to the beginning of a tangent curve to the right and a point hereinafter referred to as **POINT "B"**;

thence along said curve having a radius of 276.66 feet, through a central angle of  $61^{\circ}05'20''$ , and an arc length of 294.98 feet;

thence South  $83^{\circ}22'55''$  West, 81.45 feet;

thence North  $78^{\circ}57'27''$  West, 444.07 feet;

thence South  $41^{\circ}31'43''$  West, 565.39 feet;

thence South  $21^{\circ}39'43''$  West, 919.34 feet to a point 899.94 feet southerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eighteen (18) courses:

- 1) North  $64^{\circ}19'07''$  West 1030.34;
- 2) North  $67^{\circ}51'05''$  West 419.65 feet;
- 3) North  $17^{\circ}25'07''$  West 107.80 feet;
- 4) North  $61^{\circ}36'55''$  West 68.75 feet;
- 5) North  $45^{\circ}33'55''$  West 432.38 feet;





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- 6) North 24°02'59" West 157.87 feet;
- 7) North 42°15'03" West 18.49 feet;
- 8) North 31°19'05" West 54.47 feet;
- 9) North 44°55'02" West 436.06 feet;
- 10) North 6°29'08" West 319.55 feet;
- 11) North 17°21'13" West 111.31 feet;
- 12) North 2°26'10" West 414.66 feet;
- 13) North 27°34'47" East 644.94 feet;
- 14) North 11°37'07" West 79.32 feet;
- 15) North 36°22'46" East 148.22 feet;
- 16) North 5°46'49" East 10.89 feet;
- 17) North 12°27'09" East 208.62 feet;
- 18) North 25°47'47" East 5.07 feet to a point on the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey;

thence along said southwesterly line, North 26°51'13" West 6544.74 feet to the **TRUE POINT OF BEGINNING**, containing 46,067,312 square feet or 1,057.56 acres, more or less.

**EXCEPTING THEREFROM:**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

**BEGINNING** at the hereinabove described **POINT "A"**;





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thence North  $88^{\circ}03'13''$  West, 28.35 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**;

thence South  $1^{\circ}56'47''$  West, 184.31 feet to a point of cusp, and the beginning of a non-tangent curve to the left, from which a point a radial line bears North  $89^{\circ}51'11''$  West;

thence northerly along said curve having a radius of 265.10 feet, through a central angle of  $10^{\circ}57'56''$ , and an arc length of 50.74 feet;

thence North  $10^{\circ}49'07''$  West, 88.08 feet;

thence North  $60^{\circ}19'59''$  East, 10.32 feet to the beginning of a non-tangent curve to the left from which point a radial line, from the curve to the radius point, bears South  $60^{\circ}19'59''$  West;

thence northwesterly along said curve having a radius of 295.00 feet, through a central angle of  $30^{\circ}31'28''$ , and an arc length of 157.16 feet;

thence North  $60^{\circ}11'29''$  West, 50.87 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 48.00 feet, through a central angle of  $77^{\circ}11'00''$ , and an arc length of 64.66 feet to a point of compound curvature;

thence along said curve having a radius of 138.32 feet, through a central angle of  $21^{\circ}22'42''$ , and an arc length of 51.61 feet;

thence North  $38^{\circ}22'13''$  East, 129.93 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 20.00 feet, through a central angle of  $83^{\circ}34'39''$ , and an arc length of 29.17 feet to a point of compound curvature;

thence along said curve having a radius of 138.55 feet, through a central angle of  $36^{\circ}51'39''$ , and an arc length of 89.14 feet;

thence South  $4^{\circ}47'46''$  West, 26.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South  $70^{\circ}28'54''$  West;

thence southerly along said curve having a radius of 245.00 feet, through a central angle of  $21^{\circ}27'53''$ , and an arc length of 91.78 feet;

thence South  $1^{\circ}56'47''$  West, 117.09 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**, containing an area of 43,110 square feet, more or less.





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ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

**BEGINNING** at the herein above described **POINT "B"**;

thence North  $80^{\circ}39'40''$  West, 44.49 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**;

thence South  $9^{\circ}20'20''$  West, 48.64 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 185.35 feet, through a central angle of  $91^{\circ}49'36''$  and an arc length of 297.06 feet;

thence North  $78^{\circ}50'04''$  West, 351.42 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 285.61 feet, through a central angle of  $26^{\circ}23'13''$  and an arc length of 131.53 feet;

thence North  $52^{\circ}26'51''$  West, 76.59 feet;

thence North  $41^{\circ}31'00''$  East, 266.16 feet;

thence North  $76^{\circ}16'12''$  West, 13.61 feet;

thence North  $26^{\circ}41'18''$  East, 37.94 feet;

thence South  $76^{\circ}50'42''$  East, 28.28 feet;

thence North  $09^{\circ}59'58''$  East, 42.80 feet;

thence South  $77^{\circ}39'22''$  East, 22.03 feet;

thence North  $41^{\circ}31'00''$  East, 163.48 feet;

thence South  $48^{\circ}29'00''$  East, 32.00 feet;

thence North  $41^{\circ}31'00''$  East, 28.30 feet to the beginning of a tangent curve to the right;





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thence along said curve having a radius of 148.81 feet, through a central angle of  $47^{\circ}50'31''$  and an arc length of 124.26 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South  $2^{\circ}49'04''$  West;

thence along said curve having a radius of 227.02 feet, through a central angle of  $26^{\circ}23'36''$  and an arc length of 104.58 feet;

thence South  $60^{\circ}47'20''$  East, 51.83 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 230.74 feet, through a central angle of  $30^{\circ}32'59''$  and an arc length of 123.03 feet to a point of compound curvature;

thence along said curve having a radius of 284.53 feet, through a central angle of  $39^{\circ}34'41''$  and an arc length of 196.54 feet;

thence South  $9^{\circ}20'20''$  West, 81.25 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**, containing an area of 318,644 square feet or 7.32 acres, more or less.

#### ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of Parcel 57935-1, as said parcel is described in that certain Quitclaim Deed, recorded on October 26, 2000 as Document Number 2000-G855531-00, San Francisco County Records, containing an area of 857,326 square feet or 19.68 acres, more or less.

#### ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of the "Transfer to the United States Department of Labor dated March 3, 1998- Jobs Corps Center" as shown on that certain Record of Survey filed for record July 15, 2003 in Book AA of Maps at pages 85 through 95, inclusive, San Francisco County Records, containing an area of 1,591,837 square feet or 36.54 acres, more or less.

Total area = 43,256,395 square feet, or 993.03 acres, more or less.

Basis of Bearings: Bearings are based on the North American Datum of 1983, Epoch 1991.35. All distances in this description are grid distances. Multiply expressed





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distances by 1.00007026 to obtain ground distances. Areas shown are calculated using grid distances.

This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

 07-09-10

Michael A. Shoup, PLS 7616



**END OF DESCRIPTION**

I:\Sur\06\060077\Legal & Plat\Development Area\2010-07-08\T1 DPA LEGAL.doc



Parcel name: TI OVERALL

North: 2130254.4618 East : 6017210.8936  
Line Course: N 63-08-47 E Length: 4499.68  
North: 2132287.0236 East : 6021225.3440  
Line Course: S 26-51-13 E Length: 7619.52  
North: 2125489.1656 East : 6024667.1767  
Line Course: S 73-55-17 E Length: 326.55  
North: 2125398.7256 East : 6024980.9529  
Line Course: S 58-23-25 E Length: 355.15  
North: 2125212.5807 East : 6025283.4121  
Line Course: S 39-25-22 E Length: 354.20  
North: 2124938.9679 East : 6025508.3425  
Line Course: S 22-34-19 E Length: 401.01  
North: 2124568.6759 East : 6025662.2674  
Line Course: S 03-59-45 W Length: 242.83  
North: 2124326.4362 East : 6025645.3461  
Line Course: S 01-04-17 E Length: 75.77  
North: 2124250.6795 East : 6025646.7628  
Line Course: S 06-35-45 W Length: 361.72  
North: 2123891.3537 East : 6025605.2139  
Line Course: S 39-14-49 W Length: 240.16  
North: 2123705.3674 East : 6025453.2733  
Line Course: S 25-37-46 W Length: 387.12  
North: 2123356.3360 East : 6025285.8249  
Line Course: S 61-38-51 W Length: 5.31  
North: 2123353.8143 East : 6025281.1519  
Line Course: S 24-04-50 W Length: 30.21  
North: 2123326.2334 East : 6025268.8256  
Line Course: N 65-55-10 W Length: 1359.59  
North: 2123880.9742 East : 6024027.5570  
Line Course: N 35-38-09 W Length: 79.58  
North: 2123945.6518 East : 6023981.1912  
Line Course: S 54-21-17 W Length: 208.53  
North: 2123824.1277 East : 6023811.7313  
Line Course: S 37-04-28 W Length: 290.15  
North: 2123592.6307 East : 6023636.8137  
Line Course: S 18-33-18 W Length: 102.16  
North: 2123495.7811 East : 6023604.3049  
Line Course: S 13-55-49 W Length: 67.09  
North: 2123430.6643 East : 6023588.1536  
Line Course: S 22-18-03 W Length: 88.67  
North: 2123348.6264 East : 6023554.5060  
Line Course: S 42-09-33 W Length: 229.65  
North: 2123178.3908 East : 6023400.3667  
Line Course: S 29-09-38 E Length: 160.32  
North: 2123038.3901 East : 6023478.4840  
Line Course: S 45-23-45 W Length: 10.05  
North: 2123031.3329 East : 6023471.3286  
Curve Length: 132.07 Radius: 90.99



Delta: 83-09-49	Tangent: 80.73
Chord: 120.78	Course: S 28-03-37 W
Course In: S 76-28-42 W	Course Out: S 20-21-29 E
RP North: 2123010.0583	East : 6023382.8607
End North: 2122924.7518	East : 6023414.5148
Curve Length: 9.98	Radius: 10.00
Delta: 57-10-03	Tangent: 5.45
Chord: 9.57	Course: S 41-03-30 W
Course In: S 20-21-29 E	Course Out: N 77-31-32 W
RP North: 2122915.3764	East : 6023417.9937
End North: 2122917.5365	East : 6023408.2298
Curve Length: 38.30	Radius: 213.77
Delta: 10-16-00	Tangent: 19.20
Chord: 38.25	Course: S 07-20-28 W
Course In: S 77-31-32 E	Course Out: N 87-47-32 W
RP North: 2122871.3613	East : 6023616.9532
End North: 2122879.5964	East : 6023403.3419
Line Course: S 02-12-28 W	Length: 98.84
North: 2122780.8298	East : 6023399.5342
Curve Length: 52.64	Radius: 265.00
Delta: 11-22-51	Tangent: 26.41
Chord: 52.55	Course: S 03-28-58 E
Course In: S 87-47-32 E	Course Out: S 80-49-37 W
RP North: 2122770.6211	East : 6023664.3375
End North: 2122728.3756	East : 6023402.7265
Line Course: S 09-10-23 E	Length: 15.39
North: 2122713.1824	East : 6023405.1799
Line Course: N 89-20-17 W	Length: 14.87
North: 2122713.3542	East : 6023390.3109
Line Course: S 00-52-35 E	Length: 112.76
North: 2122600.6074	East : 6023392.0356
Line Course: S 02-12-50 W	Length: 24.72
North: 2122575.9058	East : 6023391.0807
Line Course: S 03-49-35 W	Length: 21.00
North: 2122554.9526	East : 6023389.6793
Line Course: S 08-24-24 W	Length: 101.83
North: 2122454.2168	East : 6023374.7919
Curve Length: 294.98	Radius: 276.66
Delta: 61-05-20	Tangent: 163.25
Chord: 281.20	Course: S 38-57-04 W
Course In: N 81-35-36 W	Course Out: S 20-30-16 E
RP North: 2122494.6639	East : 6023101.1045
End North: 2122235.5317	East : 6023198.0130
Line Course: S 83-22-55 W	Length: 81.45
North: 2122226.1446	East : 6023117.1058
Line Course: N 78-57-27 W	Length: 444.07
North: 2122311.2005	East : 6022681.2575
Line Course: S 41-31-43 W	Length: 565.39
North: 2121887.9355	East : 6022306.4074
Line Course: S 21-39-43 W	Length: 919.34
North: 2121033.5212	East : 6021967.0518
Line Course: N 64-19-07 W	Length: 1030.34
North: 2121480.0359	East : 6021038.4910
Line Course: N 67-51-05 W	Length: 419.65



	North: 2121638.2483	East : 6020649.8074
Line	Course: N 17-25-07 W	Length: 107.80
	North: 2121741.1049	East : 6020617.5374
Line	Course: N 61-36-55 W	Length: 68.75
	North: 2121773.7879	East : 6020557.0528
Line	Course: N 45-33-55 W	Length: 432.38
	North: 2122076.4955	East : 6020248.3125
Line	Course: N 24-02-59 W	Length: 157.87
	North: 2122220.6612	East : 6020183.9759
Line	Course: N 42-15-03 W	Length: 18.49
	North: 2122234.3476	East : 6020171.5436
Line	Course: N 31-19-05 W	Length: 54.47
	North: 2122280.8811	East : 6020143.2307
Line	Course: N 44-55-02 W	Length: 436.06
	North: 2122589.6672	East : 6019835.3355
Line	Course: N 06-29-08 W	Length: 319.55
	North: 2122907.1722	East : 6019799.2415
Line	Course: N 17-21-13 W	Length: 111.31
	North: 2123013.4156	East : 6019766.0413
Line	Course: N 02-26-10 W	Length: 414.66
	North: 2123427.7008	East : 6019748.4160
Line	Course: N 27-34-47 E	Length: 644.94
	North: 2123999.3547	East : 6020047.0119
Line	Course: N 11-37-07 W	Length: 79.32
	North: 2124077.0494	East : 6020031.0371
Line	Course: N 36-22-46 E	Length: 148.22
	North: 2124196.3823	East : 6020118.9509
Line	Course: N 05-46-49 E	Length: 10.89
	North: 2124207.2170	East : 6020120.0476
Line	Course: N 12-27-09 E	Length: 208.62
	North: 2124410.9292	East : 6020165.0324
Line	Course: N 25-47-47 E	Length: 5.07
	North: 2124415.4939	East : 6020167.2387
Line	Course: N 26-51-13 W	Length: 6544.74
	North: 2130254.4724	East : 6017210.8977

Perimeter: 31635.80 Area: 46,067,312 sq. ft. 1,057.56 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0114 Course: N 21-11-15 E

Error North: 0.01062 East : 0.00412

Precision 1: 2,775,068.42



Parcel name: TI EXCEPTION ONE

North: 2122781.7905 East : 6023371.2081  
Line Course: S 01-56-47 W Length: 184.31  
North: 2122597.5869 East : 6023364.9482  
Curve Length: 50.74 Radius: 265.10  
Delta: 10-57-56 Tangent: 25.45  
Chord: 50.66 Course: N 05-20-09 W  
Course In: N 89-51-11 W Course Out: N 79-10-53 E  
RP North: 2122598.2668 East : 6023099.8490  
End North: 2122648.0261 East : 6023360.2372  
Line Course: N 10-49-07 W Length: 88.08  
North: 2122734.5406 East : 6023343.7046  
Line Course: N 60-19-59 E Length: 10.32  
North: 2122739.6486 East : 6023352.6718  
Curve Length: 157.16 Radius: 295.00  
Delta: 30-31-28 Tangent: 80.49  
Chord: 155.31 Course: N 44-55-45 W  
Course In: S 60-19-59 W Course Out: N 29-48-31 E  
RP North: 2122593.6361 East : 6023096.3412  
End North: 2122849.6049 East : 6023242.9870  
Line Course: N 60-11-29 W Length: 50.87  
North: 2122874.8926 East : 6023198.8476  
Curve Length: 64.66 Radius: 48.00  
Delta: 77-11-00 Tangent: 38.31  
Chord: 59.88 Course: N 21-35-59 W  
Course In: N 29-48-31 E Course Out: N 73-00-29 W  
RP North: 2122916.5418 East : 6023222.7086  
End North: 2122930.5692 East : 6023176.8040  
Curve Length: 51.61 Radius: 138.32  
Delta: 21-22-42 Tangent: 26.11  
Chord: 51.31 Course: N 27-40-52 E  
Course In: S 73-00-29 E Course Out: N 51-37-47 W  
RP North: 2122890.1469 East : 6023309.0858  
End North: 2122976.0078 East : 6023200.6407  
Line Course: N 38-22-13 E Length: 129.93  
North: 2123077.8750 East : 6023281.2936  
Curve Length: 29.17 Radius: 20.00  
Delta: 83-34-39 Tangent: 17.87  
Chord: 26.66 Course: N 80-09-33 E  
Course In: S 51-37-47 E Course Out: N 31-56-52 E  
RP North: 2123065.4601 East : 6023296.9739  
End North: 2123082.4308 East : 6023307.5569  
Curve Length: 89.14 Radius: 138.55  
Delta: 36-51-39 Tangent: 46.17  
Chord: 87.61 Course: S 39-37-18 E  
Course In: S 31-56-52 W Course Out: N 68-48-31 E  
RP North: 2122964.8668 East : 6023234.2437  
End North: 2123014.9505 East : 6023363.4247



Line Course: S 04-47-46 W Length: 26.05  
 North: 2122988.9917 East : 6023361.2466  
 Curve Length: 91.78 Radius: 245.00  
 Delta: 21-27-53 Tangent: 46.44  
 Chord: 91.25 Course: S 08-47-10 E  
 Course In: S 70-28-54 W Course Out: S 88-03-13 E  
 RP North: 2122907.1351 East : 6023130.3256  
 End North: 2122898.8139 East : 6023375.1843  
 Line Course: S 01-56-47 W Length: 117.09  
 North: 2122781.7914 East : 6023371.2074

Perimeter: 1140.91 Area: 43,110 sq. ft. 0.99 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0012 Course: N 40-11-10 W  
 Error North: 0.00088 East : -0.00075  
 Precision 1: 950,758.33

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 Parcel name: TI EXCEPTION TWO

North: 2122461.4338 East : 6023330.8930  
 Line Course: S 09-20-20 W Length: 48.64  
 North: 2122413.4385 East : 6023323.0000  
 Curve Length: 297.06 Radius: 185.35  
 Delta: 91-49-36 Tangent: 191.36  
 Chord: 266.27 Course: S 55-15-08 W  
 Course In: N 80-39-40 W Course Out: S 11-09-56 W  
 RP North: 2122443.5159 East : 6023140.1066  
 End North: 2122261.6743 East : 6023104.2146  
 Line Course: N 78-50-04 W Length: 351.42  
 North: 2122329.7248 East : 6022759.4464  
 Curve Length: 131.53 Radius: 285.61  
 Delta: 26-23-13 Tangent: 66.95  
 Chord: 130.38 Course: N 65-38-27 W  
 Course In: N 11-09-56 E Course Out: S 37-33-09 W  
 RP North: 2122609.9287 East : 6022814.7532  
 End North: 2122383.4985 East : 6022640.6773  
 Line Course: N 52-26-51 W Length: 76.59  
 North: 2122430.1792 East : 6022579.9571  
 Line Course: N 41-31-00 E Length: 266.16  
 North: 2122629.4699 East : 6022756.3780  
 Line Course: N 76-16-12 W Length: 13.61  
 North: 2122632.7002 East : 6022743.1570  
 Line Course: N 26-41-18 E Length: 37.94  
 North: 2122666.5982 East : 6022760.1972  
 Line Course: S 76-50-42 E Length: 28.28  
 North: 2122660.1621 East : 6022787.7351  
 Line Course: N 09-59-58 E Length: 42.80  
 North: 2122702.3119 East : 6022795.1668  
 Line Course: S 77-39-22 E Length: 22.03



North:	2122697.6024	East :	6022816.6875
Line Course:	N 41-31-00 E	Length:	163.48
North:	2122820.0101	East :	6022925.0483
Line Course:	S 48-29-00 E	Length:	32.00
North:	2122798.7993	East :	6022949.0087
Line Course:	N 41-31-00 E	Length:	28.30
North:	2122819.9893	East :	6022967.7670
Curve Length:	124.26	Radius:	148.81
Delta:	47-50-31	Tangent:	66.01
Chord:	120.68	Course:	N 65-26-15 E
Course In:	S 48-29-00 E	Course Out:	N 00-38-29 W
RP North:	2122721.3524	East :	6023079.1904
End North:	2122870.1531	East :	6023077.5246
Curve Length:	104.58	Radius:	227.02
Delta:	26-23-36	Tangent:	53.23
Chord:	103.65	Course:	S 73-59-08 E
Course In:	S 02-49-04 W	Course Out:	N 29-12-40 E
RP North:	2122643.4076	East :	6023066.3644
End North:	2122841.5569	East :	6023177.1567
Line Course:	S 60-47-20 E	Length:	51.83
North:	2122816.2623	East :	6023222.3954
Curve Length:	123.03	Radius:	230.74
Delta:	30-32-59	Tangent:	63.01
Chord:	121.58	Course:	S 45-30-51 E
Course In:	S 29-12-40 W	Course Out:	N 59-45-39 E
RP North:	2122614.8661	East :	6023109.7876
End North:	2122731.0692	East :	6023309.1309
Curve Length:	196.54	Radius:	284.53
Delta:	39-34-41	Tangent:	102.38
Chord:	192.66	Course:	S 10-27-01 E
Course In:	S 59-45-39 W	Course Out:	S 80-39-40 E
RP North:	2122587.7769	East :	6023063.3167
End North:	2122541.6052	East :	6023344.0755
Line Course:	S 09-20-20 W	Length:	81.25
North:	2122461.4321	East :	6023330.8908

Perimeter: 2221.34 Area: 318,644 sq. ft. 7.32 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0028

Course: S 51-43-00 W

Error North: -0.00171

East : -0.00217

Precision 1: 793,332.14



Parcel name: TI EXCEPTION THREE

North: 2121973.1969 East : 6022183.3392  
Line Course: N 20-28-47 E Length: 10.82  
North: 2121983.3330 East : 6022187.1248  
Line Course: N 49-39-09 W Length: 34.22  
North: 2122005.4878 East : 6022161.0447  
Line Course: N 83-36-06 W Length: 55.27  
North: 2122011.6471 East : 6022106.1189  
Line Course: S 54-11-51 W Length: 70.72  
North: 2121970.2764 East : 6022048.7623  
Line Course: N 62-57-47 W Length: 8.39  
North: 2121974.0902 East : 6022041.2892  
Line Course: N 41-31-00 E Length: 425.30  
North: 2122292.5390 East : 6022323.1942  
Line Course: S 48-29-00 E Length: 62.00  
North: 2122251.4431 East : 6022369.6175  
Line Course: N 41-31-00 E Length: 145.49  
North: 2122360.3806 East : 6022466.0538  
Line Course: N 48-29-00 W Length: 62.00  
North: 2122401.4766 East : 6022419.6305  
Line Course: N 41-31-00 E Length: 636.96  
North: 2122878.4086 East : 6022841.8317  
Line Course: N 48-29-00 W Length: 7.10  
North: 2122883.1147 East : 6022836.5155  
Line Course: N 41-31-00 E Length: 487.47  
North: 2123248.1142 East : 6023159.6291  
Line Course: N 48-29-00 W Length: 37.50  
North: 2123272.9706 East : 6023131.5504  
Line Course: N 41-31-00 E Length: 9.50  
North: 2123280.0839 East : 6023137.8474  
Line Course: N 48-29-00 W Length: 67.61  
North: 2123324.8984 East : 6023087.2235  
Line Course: N 41-31-00 E Length: 125.15  
North: 2123418.6060 East : 6023170.1777  
Line Course: S 71-22-28 E Length: 50.28  
North: 2123402.5475 East : 6023217.8243  
Curve Length: 456.78 Radius: 3120.08  
Delta: 8-23-17 Tangent: 228.80  
Chord: 456.37 Course: N 46-37-16 E  
Course In: S 47-34-23 E Course Out: N 39-11-06 W  
RP North: 2121297.5868 East : 6025520.8744  
End North: 2123715.9918 East : 6023549.5255  
Line Course: N 36-28-00 E Length: 29.56  
North: 2123739.7640 East : 6023567.0946  
Line Course: S 53-32-00 E Length: 13.12  
North: 2123731.9661 East : 6023577.6458  
Curve Length: 868.01 Radius: 3018.37  
Delta: 16-28-37 Tangent: 437.02  
Chord: 865.03 Course: N 44-42-19 E  
Course In: S 53-31-59 E Course Out: N 37-03-22 W



RP North:	2121937.9710	East :	6026005.0186
End North:	2124346.7683	East :	6024186.1584
Line Course:	N 37-03-22 W	Length:	9.88
North:	2124354.6530	East :	6024180.2047
Curve Length:	128.33	Radius:	3028.21
Delta:	2-25-41	Tangent:	64.17
Chord:	128.32	Course:	N 54-09-28 E
Course In:	S 37-03-22 E	Course Out:	N 34-37-41 W
RP North:	2121938.0029	East :	6026004.9945
End North:	2124429.7904	East :	6024284.2241
Line Course:	N 55-22-19 E	Length:	17.00
North:	2124439.4506	East :	6024298.2127
Line Course:	S 88-47-09 E	Length:	12.64
North:	2124439.1827	East :	6024310.8498
Line Course:	N 67-07-09 E	Length:	134.38
North:	2124491.4318	East :	6024434.6562
Line Course:	N 49-16-20 E	Length:	38.77
North:	2124516.7279	East :	6024464.0368
Line Course:	N 63-52-28 E	Length:	86.93
North:	2124555.0066	East :	6024542.0853
Line Course:	N 79-31-40 E	Length:	43.70
North:	2124562.9495	East :	6024585.0574
Line Course:	S 50-29-09 E	Length:	145.95
North:	2124470.0860	East :	6024697.6530
Line Course:	S 31-56-07 E	Length:	59.57
North:	2124419.5322	East :	6024729.1632
Line Course:	S 14-02-11 W	Length:	61.54
North:	2124359.8296	East :	6024714.2374
Line Course:	S 04-27-24 E	Length:	66.60
North:	2124293.4310	East :	6024719.4126
Line Course:	S 18-24-11 W	Length:	60.78
North:	2124235.7594	East :	6024700.2244
Line Course:	S 33-17-47 W	Length:	148.53
North:	2124111.6118	East :	6024618.6858
Line Course:	S 30-34-41 E	Length:	84.67
North:	2124038.7162	East :	6024661.7585
Line Course:	S 54-11-06 W	Length:	72.22
North:	2123996.4552	East :	6024603.1945
Line Course:	S 66-22-18 W	Length:	64.58
North:	2123970.5714	East :	6024544.0286
Line Course:	N 87-45-43 W	Length:	59.70
North:	2123972.9028	East :	6024484.3741
Line Course:	S 56-32-26 W	Length:	320.36
North:	2123796.2734	East :	6024217.1054
Line Course:	N 65-55-10 W	Length:	207.60
North:	2123880.9785	East :	6024027.5722
Line Course:	N 35-38-09 W	Length:	79.58
North:	2123945.6561	East :	6023981.2064
Line Course:	S 54-21-17 W	Length:	208.53
North:	2123824.1320	East :	6023811.7465
Line Course:	S 37-04-28 W	Length:	290.15
North:	2123592.6350	East :	6023636.8290
Line Course:	S 18-33-18 W	Length:	102.16
North:	2123495.7854	East :	6023604.3201



Line	Course: S 13-55-49 W	Length: 67.09	
	North: 2123430.6686	East : 6023588.1688	
Line	Course: S 22-18-03 W	Length: 88.67	
	North: 2123348.6307	East : 6023554.5212	
Line	Course: S 42-09-33 W	Length: 229.65	
	North: 2123178.3951	East : 6023400.3819	
Line	Course: S 29-09-38 E	Length: 69.62	
	North: 2123117.5989	East : 6023434.3048	
Line	Course: S 85-41-23 W	Length: 81.26	
	North: 2123111.4915	East : 6023353.2747	
Line	Course: N 16-33-18 W	Length: 82.21	
	North: 2123190.2937	East : 6023329.8501	
Line	Course: S 41-31-00 W	Length: 11.48	
	North: 2123181.6979	East : 6023322.2407	
Line	Course: S 83-43-52 W	Length: 8.44	
	North: 2123180.7763	East : 6023313.8512	
Line	Course: S 41-31-00 W	Length: 221.26	
	North: 2123015.1050	East : 6023167.1917	
Line	Course: S 21-28-58 W	Length: 108.00	
	North: 2122914.6080	East : 6023127.6398	
Line	Course: S 41-31-00 W	Length: 60.33	
	North: 2122869.4351	East : 6023087.6508	
Curve	Length: 10.15	Radius: 227.02	
	Delta: 2-33-43	Tangent: 5.08	
	Chord: 10.15	Course: N 85-54-05 W	
	Course In: S 05-22-47 W	Course Out: N 02-49-04 E	
	RP North: 2122643.4151	East : 6023066.3663	
	End North: 2122870.1606	East : 6023077.5265	
Curve	Length: 124.26	Radius: 148.81	
	Delta: 47-50-31	Tangent: 66.01	
	Chord: 120.68	Course: S 65-26-15 W	
	Course In: S 00-38-29 E	Course Out: N 48-29-00 W	
	RP North: 2122721.3599	East : 6023079.1923	
	End North: 2122819.9968	East : 6022967.7689	
Line	Course: S 41-31-00 W	Length: 28.30	
	North: 2122798.8069	East : 6022949.0106	
Line	Course: N 48-29-00 W	Length: 32.00	
	North: 2122820.0177	East : 6022925.0502	
Line	Course: S 41-31-00 W	Length: 163.48	
	North: 2122697.6099	East : 6022816.6894	
Line	Course: N 77-39-22 W	Length: 22.03	
	North: 2122702.3194	East : 6022795.1687	
Line	Course: S 09-59-58 W	Length: 42.80	
	North: 2122660.1696	East : 6022787.7370	
Line	Course: N 76-50-42 W	Length: 28.28	
	North: 2122666.6057	East : 6022760.1991	
Line	Course: S 26-41-18 W	Length: 37.94	
	North: 2122632.7078	East : 6022743.1588	
Line	Course: S 76-16-12 E	Length: 13.61	
	North: 2122629.4775	East : 6022756.3799	
Line	Course: S 41-31-00 W	Length: 266.16	
	North: 2122430.1867	East : 6022579.9590	
Line	Course: S 52-26-44 E	Length: 40.09	
	North: 2122405.7513	East : 6022611.7413	



Line Course: S 41-31-00 W Length: 27.51  
           North: 2122385.1528 East : 6022593.5067  
 Line Course: S 48-29-00 E Length: 82.00  
           North: 2122330.8001 East : 6022654.9052  
 Line Course: S 41-31-00 W Length: 614.77  
           North: 2121870.4831 East : 6022247.4124  
 Line Course: N 11-05-08 W Length: 47.99  
           North: 2121917.5777 East : 6022238.1851  
 Line Course: N 52-03-08 W Length: 36.41  
           North: 2121939.9677 East : 6022209.4732  
 Line Course: S 87-01-51 W Length: 39.36  
           North: 2121937.9289 East : 6022170.1661  
 Line Course: N 20-28-47 E Length: 37.66  
           North: 2121973.2087 East : 6022183.3424  
 Line Course: N 63-26-06 W Length: 0.00  
           North: 2121973.2087 East : 6022183.3424

Perimeter: 8890.20 Area: 857,326 sq. ft. 19.68 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0122 Course: N 15-16-38 E  
 Error North: 0.01182 East : 0.00323  
 Precision 1: 728,705.74

-----  
 Parcel name: TI EXCEPTION FOUR

North: 2126370.0204 East : 6021168.4186  
 Line Course: N 26-50-27 W Length: 1545.00  
           North: 2127748.5687 East : 6020470.8301  
 Line Course: N 62-58-50 E Length: 809.93  
           North: 2128116.5141 East : 6021192.3582  
 Line Course: S 26-50-27 E Length: 504.02  
           North: 2127666.7951 East : 6021419.9301  
 Line Course: S 63-09-33 W Length: 124.50  
           North: 2127610.5816 East : 6021308.8432  
 Line Course: S 26-50-27 E Length: 549.65  
           North: 2127120.1486 East : 6021557.0176  
 Line Course: N 63-11-40 E Length: 576.30  
           North: 2127380.0392 East : 6022071.3896  
 Line Course: S 26-47-45 E Length: 292.20  
           North: 2127119.2160 East : 6022203.1171  
 Line Course: S 63-14-35 W Length: 506.20  
           North: 2126891.3214 East : 6021751.1187  
 Line Course: S 26-50-27 E Length: 318.77



	North: 2126606.8943	East : 6021895.0477
Line	Course: S 63-14-50 W	Length: 370.50
	North: 2126440.1168	East : 6021564.2071
Line	Course: S 26-50-27 E	Length: 508.75
	North: 2125986.1774	East : 6021793.9146
Line	Course: S 63-13-20 W	Length: 398.15
	North: 2125806.7983	East : 6021438.4620
Line	Course: N 25-25-40 W	Length: 624.66
	North: 2126370.9458	East : 6021170.2498
Line	Course: S 63-09-33 W	Length: 2.05
	North: 2126370.0202	East : 6021168.4207

Perimeter: 7130.68      Area: 1,591,837 sq. ft. 36.54 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0021

Course: S 84-03-56 E

Error North: -0.00022

East : 0.00211

Precision 1: 3,395,561.90

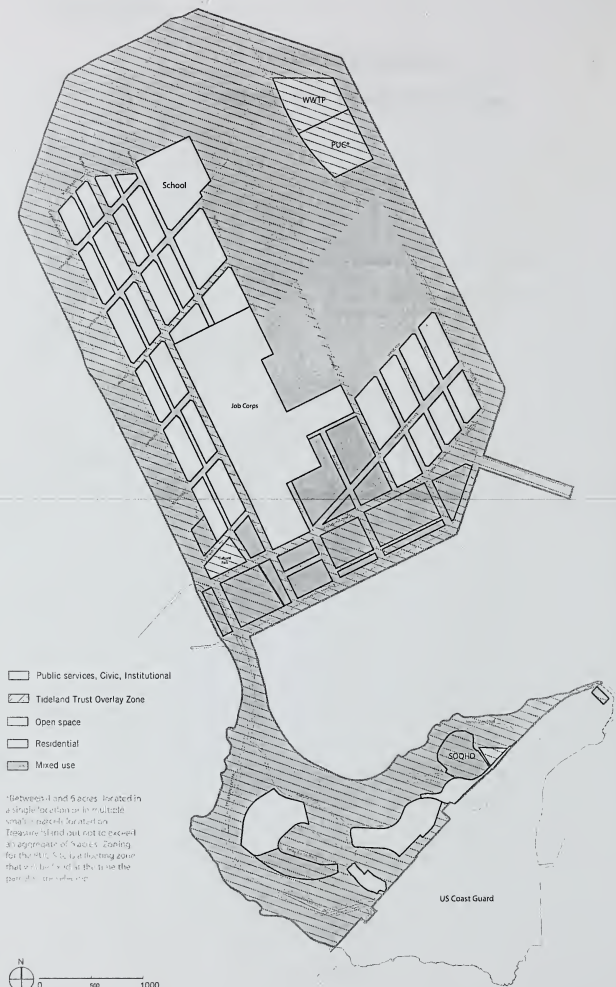
*MAS*  
07.09.10





**ATTACHMENT NO. 5**  
**REDEVELOPMENT LAND USE MAP**







## ATTACHMENT NO. 6

## AUTHORIZED PUBLIC IMPROVEMENTS

## 1. TRANSPORTATION AND TRANSIT IMPROVEMENTS

- a. Upgrade or construct access ramps, roadways, intersections and signalization.
- b. Upgrade or construct over- and underpasses, viaducts and bridges.
- c. Construct ferry service facilities including harbors, breakwaters, floats, and terminal facilities.
- d. Expand public transportation to the island, including all necessary support facilities and equipment.
- e. Provide a vehicular, pedestrian and bicycle circulation system, including all necessary support facilities and equipment.
- f. Provide equipment and facilities necessary to implement congestion management pricing.
- g. Provide equipment and facilities to support a transportation management agency and the implementation of transportation demand management programs.
- h. Provide any other on-site or off-site transportation and transit improvements that will benefit the Project Area, including improvements outside the Project Area that benefit the Project Area.
- i. Provide parking, including surface and structured parking facilities.

## 2. INFRASTRUCTURE IMPROVEMENTS

- a. Provide water, sewer, wastewater, and recycled water collection, treatment and distribution facilities.
- b. Provide stormwater collection, conveyance, outfalls, and treatment facilities, including wetlands.
- c. Provide natural gas, electricity, telecommunications, and Cable TV systems, including service, transmission lines, distribution lines and facilities, and energy generation systems.
- d. Provide central heating and cooling plant(s) and distribution facilities.
- e. Provide geotechnical improvements and seismic stabilization of both interior and perimeter areas, including the causeway connecting the Islands.
- f. Provide drainage, flood protection, and sea level rise protection (including import fill, grading and perimeter improvements).
- g. Provide water supply and storage, service and distribution systems, including fire protection facilities.
- h. Provide solid waste collection, recycling, composting, and disposal facilities.
- i. Provide streets, alleys, pedestrian paths, bicycle paths, associated lighting, traffic controls, landscaping and furnishings.
- j. Provide any infrastructure improvements that will benefit the Project Area, either within or outside the Project Area.



### 3. PUBLIC FACILITIES

- a. Provide public safety facilities, including police, emergency services and fire protection.
  - b. Provide support facilities for public works activities, including but not limited to corporation yards and other maintenance facilities, as necessary.
  - c. Upgrade or construct school and other educational facilities.
  - d. Provide community recreation facilities, including community centers, gymnasiums, ball fields, swimming pools, sail boarding support facilities, and other recreational facilities.
  - e. Provide community open space, including neighborhood parks, plazas, greenways, public-gathering spaces, urban farm and community gardens, and region-serving park and recreation facilities.
  - f. Upgrade or construct public and recreational uses such as open spaces, plazas, pedestrian and bike pathways, playgrounds, landscaped areas, museums and interpretive learning centers, libraries, live music and performing arts areas, sports fields and athletic facilities, and entertainment and retail space.
  - g. Upgrade or construct a marina, public piers, associated land side improvements, a public promenade along the waterfront and other waterfront improvements as deemed necessary.
  - h. Implement habitat management of natural areas including habitat creation, preservation, restoration and enhancement activities.
  - i. Engage in historic preservation, restoration and/or rehabilitation.
  - j. Provide any public facilities that will benefit the Project Area, either within or outside the Project Area.
4. OTHER FACILITIES. Purchase, upgrade or construct any other facilities that may be required to support a large-scale development program, including those listed in Section 323.
5. SUSTAINABLE INFRASTRUCTURE. Provide equipment and facilities necessary to support energy conservation, energy generation or green technology, including equipment and improvements associated with any of the authorized public improvements listed in this Attachment No. 6.



























CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

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## NOTICE OF SPECIAL MEETING TREASURE ISLAND DEVELOPMENT AUTHORITY

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**NOTICE IS HEREBY GIVEN** that a special meeting of the Treasure Island Development Authority will be held on Wednesday, January 26, 2011 at 1:30 pm at 1 Dr. Carlton B. Goodlett Place, Room 305, City Hall, San Francisco, California. **An agenda will be available to the public at least 72 hours before the meeting.**

### Treasure Island Development Authority

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

*If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.*

#### Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) **at least 72 hours** prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71



Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

#### **Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

#### **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>



CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

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## AMENDED NOTICE OF SPECIAL MEETING

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**\*\*PLEASE NOTE CHANGE OF LOCATION FROM  
INITIAL NOTICE OF SPECIAL MEETING\*\***

### TREASURE ISLAND DEVELOPMENT AUTHORITY

**NOTICE IS HEREBY GIVEN** that a special meeting of the  
Treasure Island Development Authority will be held on  
Wednesday, January 26, 2011 at 1:30 pm at 1 Dr. Carlton B.  
Goodlett Place, Room 400, City Hall, San Francisco, California.  
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TREASURE ISLAND DEVELOPMENT AUTHORITY  
SPECIAL MEETING AGENDA

January 26, 2011 – 1:30 P.M.

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

DIRECTORS

Claudine Cheng, <i>President</i>	Larry Del Carlo
Mark Dunlop	John Elberling, <i>CFO</i>
Larry Mazzola, Jr.	Linda Richardson
Jean-Paul Samaha, <i>Secretary/VP</i>	Supervisor Jane Kim ( <i>Ex-Officio</i> )

Mirian Saez, Director of Island Operations  
Peter Summerville, Commission Secretary

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ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment (*Discussion Item*) *This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") and on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda. \*\*\**  
*Estimated Length of Item: 10 minutes*
3. Reports
  - a. Report by Director of Island Operations (*Discussion Item*)  
*This item is to allow the Director of Island Operations to report on staff activities, on-island events and announcements.*  
*Estimated Length of Item: 5 minutes*



- b. Report by Office of Economic & Workforce Development (*Discussion Item*)  
*This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and redevelopment of former Naval Station Treasure Island.*

*Estimated Length of Item: 10 minutes*

- c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (*Discussion Item*)

*This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.*

*Estimated Length of Item: 10 Minutes*

4. Communications (*Discussion Item*)

*Estimated Length of Item: 5 minutes*

5. Ongoing Business by Board of Directors (*Discussion Item*)

*Estimated Length of Item: 5 Minutes*

6. **CONSENT AGENDA**

*Estimated Length of Item: 5 minutes*

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a. Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit with the City of Oakland, acting through the Oakland Police Department, for Training Activities on Treasure and Yerba Buena Islands (*Action Item*)

- b. Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit with the City of Berkeley, acting through the Berkeley Police Department, for Training Activities on Yerba Buena Island (*Action Item*)

7. Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Design Review and Document Approval Procedure; (ii) Draft Interagency Cooperation Agreement; (iii) Draft Treasure Island and Yerba Buena Island Subdivision Code; and (iv) Draft Development Agreement between Treasure Island Community Development, LLC and the City and County of San Francisco. (*Discussion Item*)

*Estimated Length of Item: 45 Minutes*

8. Discussion of Future Agenda Items by Directors (*Discussion Item*)

*Estimated Length of Item: 5 Minutes*



9. POSSIBLE CLOSED SESSION

\*\*\*If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting\*\*\*

- a. Public comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with real property negotiators (*Action item*)

1). CONFERENCE WITH REAL PROPERTY NEGOTIATORS

*Persons negotiating for the Authority:* Rich Hillis, Michael Tymoff, Jon Yolles

*Persons negotiating with the Authority:* United States Navy, Treasure Island Community Development LLC,

*Property:* Former Naval Station Treasure Island

*Under Negotiation:*

Price: \_\_\_\_\_ Terms of payment: \_\_\_\_\_ Both: X

- c. Reconvene in open session (*Action item*)
  - i. Possible report on action taken in closed session under Agenda Item 9 (Government Code section 54957.1(a)(1) and San Francisco Administrative Code Section 67.12)
  - ii. Vote to elect whether to disclose any or all discussions held in closed session (*San Francisco Administrative Code Section 67.12*).

10. Adjourn

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

*If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.*

**Disability Access**

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega.



Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

#### **Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

#### **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>



















































**AGENDA ITEM 6a**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of January 26, 2011**

**Subject:** Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit with the City of Oakland, acting through the Oakland Police Department, for Training Activities on Treasure and Yerba Buena Islands (Action Item)

**Contact:** Mirian Saez, Director of Island Operations

**Phone:** 415-274-0660

**BACKGROUND**

For the past several years, Project Office staff has worked with various local law enforcement agencies, including the Oakland Police Department, to allow use of abandoned and unoccupied buildings on Treasure and Yerba Buena Islands for tactical training exercise by various divisions within these departments. The use of these buildings has been under a standard Authority Use Permit with the respective municipality acting through its police department.

In general, law enforcement agencies utilize these on-Island buildings for tactical training exercises, including exercises in hostage negotiation, disabling an "active shooter", tactical room-entry and clearing, tactical movement, K9-officer search exercises and perimeter control exercises. The variety of unoccupied facilities on-Island, particularly unoccupied residential units, provide a unique setting for such trainings in that, as it is not the standard facility used by the department in question, it is often an "unknown environment" that the trainees are encountering for the first time, thus heightening the reality of the situation and allowing for a greater range of teaching points during the exercises.

The Oakland Police Department (OPD) has performed assorted training exercises on Treasure and Yerba Buena Islands for the past three years and has previously used a variety of facilities including the unoccupied Officers Housing on Yerba Buena Island, unoccupied housing on Treasure Island and several Treasure Island parking lots and side-street areas. OPD also utilized Building 258, the Old Post Office, and Building 670, the Old Brig, until their subsequent occupation by commercial tenants in the past few years. All exercises have been undertaken without incident, and OPD representatives have consistently conducted their exercises in a manner which is respectful and considerate to all adjacent Island tenants, either commercial or residential.

**TERMS OF USE PERMIT**

The City of Oakland, acting through the Oakland Police Department, will sign the Authority's standard form Use Permit document. The one Term of this Permit which is non-standard is the acknowledgment that, as a department of the City of Oakland, the Permittee maintains a program



of self-insurance and thus shall not be required to carry any third-party comprehensive general liability insurance or other insurance normally required as a term of this Permit.

**Premises:** Yerba Buena Island Quarters 3 through 7, 10, 61, 62, 240;  
Treasure Island 1225, 1229, 1231, 1233, 1235, 1236 Northpoint  
Drive; 1205, 1207, 1209, 1211, 1213, 1222 Bayside Drive

**Term:** Permittee shall have the right to use the Premises from December 1, 2010 through November 30, 2011, for up to eight (8) hours a day, two (2) days a week, at times and dates agreed upon in advance in writing by both Permittee and Authority. Permittee shall provide Authority with at least three (3) working days' prior written notice of requested dates and times. Authority shall reserve the right to reject requests for use of Premises.

**Permit Fee:** Waived in consideration of the public benefit provided by public-safety and emergency response training performed by Permittee.

**Use:** As a training facility to be used in conjunction with Oakland Police Department K-9 Unit training, Tactical Unit training, and Academy training, and for no other purpose whatsoever.

**Security Deposit:** Waived

#### **FINANCIAL IMPACT**

This Permit has no financial impact on the yearly budget of the Treasure Island Development Authority.

#### **RECOMMENDATION**

Staff recommends authorization for the Director of Island Operations or her designee to execute the Use Permit with the City of Oakland, acting by and through the Oakland Police Department, for training exercises on Treasure and Yerba Buena Islands.

**Exhibit A:** Use Permit between TIDA and City of Oakland acting by and through the Oakland Police Department

Prepared by: Peter Summerville, Leasing Manager  
For: Mirian Saez, Director of Island Operations



1 [Use Permit with Oakland Police Department.]

2 **Resolution Authorizing the Director of Island Operations to Retroactively Execute a**  
3 **Use Permit with the City of Oakland, acting through the Oakland Police Department, for**  
4 **Training Activities on Treasure and Yerba Buena Islands**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on  
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base  
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
15 conversion of the Base for the public interest, convenience, welfare and common benefit of  
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, As part of the ongoing reuse of former Naval Station Treasure Island  
18 Project Office staff has previously coordinated as-needed use of unoccupied buildings and  
19 facilities for the purposes of tactical training exercises by local law enforcement agencies,  
20 including the Oakland Police Department ; and,

21 WHEREAS, Under the proposed Use Permit, the Oakland Police Department will be  
22 allowed access to Yerba Buena Island for the purpose of using specific on-Island buildings  
23 and grounds for tactical training exercises ; and,  
24  
25



1 WHEREAS, Project Office staff has determined that the use of these facilities provides  
2 a public benefit due to the increased training and exercise afforded public safety personnel  
3 such as the Oakland Police Department, now, therefore, be it

4 RESOLVED, That the Board of Directors hereby retroactively approves the Use Permit  
5 between the City of Oakland, acting through the Oakland Police Department, and the  
6 Authority, and authorizes the Director of Island Operations or her designee to execute said  
7 Use Permit in substantially the form attached hereto as Exhibit A; and, be it

8 FURTHER RESOLVED, That the Board of Directors approves the waiver of a standard  
9 Permit Fee for this Use Permit in recognition of the public benefit provided by public-safety  
10 and emergency response training performed by the Oakland Police Department under this  
11 Use Permit; and, be it

12 FURTHER RESOLVED, That the Board of Directors acknowledges that the City of  
13 Oakland maintains a program of self-insurance and agrees that City of Oakland acting  
14 through the Oakland Police Department shall not be required to carry any third-party  
15 comprehensive general liability insurance or other insurance with respect to this Use Permit;  
16 and be it

17 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
18 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)  
19 the terms and conditions of the Use Permit are economically reasonable; and, be it

20 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
21 Island Operations or her designee to enter into any additions, amendments or other  
22 modifications to the Use Permit that the Director of Island Operations determines in  
23 consultation with the City Attorney are in the best interests of the Authority, that do not  
24 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
25 the rights of the Authority, and are necessary or advisable to complete the preparation and



1 approval of the Use Permit, such determination to be conclusively evidenced by the execution  
2 and delivery by the Director of Island Operations or her designee of the documents and any  
3 amendments thereto.

4  
5 **CERTIFICATE OF SECRETARY**

6 I hereby certify that I am the duly elected Secretary of the Treasure Island  
7 Development Authority, a California nonprofit public benefit corporation, and that the  
8 above Resolution was duly adopted and approved by the Board of Directors of the  
9 Authority at a properly noticed meeting on January 26, 2011.

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12 Jean-Paul Samaha, Secretary  
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**P-364**  
**USE PERMIT**

THIS USE PERMIT (this "Permit") dated for reference only as of December 10, 2010, is made by and between the Treasure Island Development Authority ("Authority") and the City of Berkeley, acting by and through the Berkeley Police Department ("Permittee").

**RECITALS**

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Land and Structures, Naval Station Treasure Island by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

**1. Basic Permit Information**

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation
Permittee:	CITY OF BERKELEY, acting by and through the Berkeley Police Department
Premises (Section 2):	That certain portion of the Property commonly known as:  Parcel A: Yerba Buena Island Quarters 240;  Parcel B: Yerba Buena Island Quarters 61 and 62;  Parcel C: Yerba Buena Island Quarters 10; and  Parcel D: Yerba Buena Island Quarters 3 through 7; and  all as more particularly shown on Exhibit B, attached hereto.



Structural Report (Section 5):	N/A
Permitted Use (Section 6):	As a training facility to be used in conjunction with Berkeley Police Department K-9 Unit training, tactical training, and Academy training, and for no other purpose whatsoever.
Parking Rights (Section 7):	Vehicles must remain parked in marked on-street parking areas and off-street parking lots adjacent to Premises at all times.
Permit Fees (Section 11):	Waived in consideration of the public benefit provided by public-safety and emergency response training performed by Permittee.
Term (Section 12):	Permittee shall have the right to use the Premises from December 1, 2010 through November 30, 2011, for up to eight (8) hours a day, two (2) days a week, at times and dates agreed upon in advance in writing by both Permittee and Authority. Permittee shall provide Authority with at least three (3) working days' prior written notice of requested dates and times. Authority shall reserve the right to reject requests for use of Premises.
Utilities (Section 19):	NA
Additional Permittee Requirements:	<ul style="list-style-type: none"> <li>- Permittee shall be responsible for disposal of all trash, debris and other materials generated by Permitted Use.</li> <li>- Permittee shall not be allowed to enact street closures without prior written consent of Authority.</li> </ul>
Insurance Limits (Section 21):	Authority acknowledges that Permittee maintains a program of self-insurance and agrees that Permittee shall not be required to carry any third-party comprehensive general liability insurance or other insurance with respect to this Permit. Permittee assumes the risk of damage to any of Permittee's Personal Property.
Address for Notices (Section 26):	



Authority:

Treasure Island Development Authority  
One Avenue of the Palms  
Building 1, 2nd Floor  
Treasure Island  
San Francisco, CA 94130  
Attn.: Director of Island Operations  
Phone No.: (415) 274-0660  
Fax No.: (415) 274-0299

Permittee:

Berkeley Police Department  
2100 Martin Luther King Jr. Way  
Berkeley, CA 94704-1109  
Phone: (510) 981-5900  
Fax: n/a

Security Deposit (Section 33):

Waived

2. **License of Premises.** Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. **Inspection of Premises.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. **As Is; Disclaimer of Representations.** Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees,



agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. **Seismic Report and Structural Report.** Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous



**Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.

8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.



- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling ([www.sfrecycling.com](http://www.sfrecycling.com) or 330-1300).

9. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

11. **Permit Fee.** Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

12. **Term of Permit; Revocability.** The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

13. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other



regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

14. **Security.** In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

15. **Rules and Regulations.** In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit F. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

16. **Surrender; No Holding Over.** Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses made by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased



to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

**17. Repair of Damage.** If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs or behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

**18. Public Safety.** Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

**19. Utilities.** Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

**20. Release and Waiver of Claims; Indemnification**

**20.1. Release and Waiver of Claims.** Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or



proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

**20.2. Acknowledgment.** Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

**20.3. Permittee's Indemnity.** Permittee, on behalf of itself and Permittee's Agents, shall Indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and



Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

## **21. INSURANCE**

**21.1. Permittee's Insurance.** Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

**21.2. Claims Made Policy.** Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

**21.3. Annual Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

**21.4. Additional Insureds.** Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).



**21.5. Payment of Premiums.** Permittee shall pay all the premiums for maintaining all required insurance.

**21.6. Waiver of Subrogation Rights.** Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

**21.7. General Insurance Matters.**

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

**21.8. No Limitation on Indemnities.** Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

**21.9. Lapse of Insurance.** Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

**21.10. Permittee's Personal Property.** Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

**22. No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

**23. No Joint Venture or Partnership; Independent Contractor.** This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.



24. **Impossibility of Performance.** If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

25. **Possessory Interest Taxes; Payment of Taxes.** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

26. **Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

27. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28. **Non-Discrimination.**

28.1 **Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

28.2 **Subcontracts.** Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

28.3 **Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or



where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**28.4 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

**29. Tropical Hardwoods and Virgin Redwood.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

**30. No Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**31. Conflicts of Interest.** Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

**32. Food Service Waste Reduction.** Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by



reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

**33. Security Deposit.** Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

**34. Notification of Limitations on Contributions.** Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**35. Intellectual Property; Music Broadcasting Rights.** Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee:



To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers (“ASCAP”) at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

36. **TIHDI Job Broker.** Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

37. **General Provisions.** (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Remainder of page left blank intentionally]



Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

**PERMITTEE:**

**City of Berkeley, acting by and through the  
Berkeley Police Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORITY:**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Mirian Saez

Director of Island Operations

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA,**  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney



## EXHIBIT A

Master Leases between TIDA and United States Navy for Land and Structures Naval Station Treasure Island is available upon request.



## EXHIBIT B

### Premises



## EXHIBIT C

*"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,"* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995



## EXHIBIT D

### Structural Report

The Structural Report, among other matters, notes that during an earthquake of magnitude 7 or greater, the buildings and any other structures or improvements located on or about the Premises may not provide life-safety for occupants in the event of an earthquake.



## EXHIBIT E

### Security



## EXHIBIT F

### Rules and Regulations



EXHIBIT G

TIHDI Job Broker Program



## EXHIBIT H

### Public Transportation Information











**AGENDA ITEM 6b**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of January 26, 2011**

**Subject:** Resolution Authorizing the Director of Island Operations to Retroactively Execute a Use Permit with the City of Berkeley, acting through the Berkeley Police Department, for Training Activities on Yerba Buena Island (Action Item)

**Contact:** Mirian Saez, Director of Island Operations

**Phone:** 415-274-0660

**BACKGROUND**

For the past several years, Project Office staff has worked with various local, state and federal law enforcement agencies, including the Berkeley Police Department, to allow use of abandoned and unoccupied buildings on Treasure and Yerba Buena Islands for tactical training exercise by various divisions within these agencies. The use of these buildings has been under a standard Authority Use Permit with the respective municipality acting through its police department.

Law enforcement agencies utilize these on-Island buildings for tactical training exercises and simulation of specific scenarios, including training and exercise in hostage negotiation, disabling an "active shooter", tactical room-entry and clearing, tactical movement, K9-officer search and perimeter control. The variety of unoccupied facilities on-Island, particularly unoccupied residential units, provide a unique setting for such trainings in that, as they are not the regular training facilities used by the department in question, it is often an unknown environment that the trainees are encountering for the first time, thus heightening the reality of the situation and allowing for a greater range of teaching points during the exercises. As with all facilities used for this type of training, the department must request use of the facility in advance and must adhere to the general rules and regulations of the facility as dictated by Project Office staff. The San Francisco Police Department is always given first preference when a conflict arises and there are multiple requests for a specific facility on specific dates.

The Berkeley Police Department (BPD) has performed assorted training exercises on Yerba Buena Islands for the past year and has previously used the unoccupied Officers Housing on Yerba Buena Island, including Quarters 3 through 7, 10, 62 and 240. All exercises have been undertaken without incident, and BPD representatives have consistently conducted their exercises in a manner which is respectful of the property and considerate to the Island community and to all entities adjacent to their training locations.

**TERMS OF USE PERMIT**

The City of Berkeley, acting through the Berkeley Police Department, will sign the Authority's standard form Use Permit document to allow for as-needed access to these facilities for training throughout the year. The one condition of this Use Permit which is non-standard is the



acknowledgment that, as a department of the City of Berkeley, the Permittee maintains a program of self-insurance and thus shall not be required to carry any third-party comprehensive general liability insurance or other insurance normally required as a term of this form of Use Permit.

**Premises:** Yerba Buena Island Quarters 3 through 7, 10, 61, 62, 240

**Term:** Permittee shall have the right to use the Premises from December 1, 2010 through November 30, 2011, for up to eight (8) hours a day, two (2) days a week, at times and dates agreed upon in advance in writing by both Permittee and Authority. Permittee shall provide Authority with at least three (3) working days' prior written notice of requested dates and times. Authority shall reserve the right to reject requests for use of Premises.

**Permit Fee:** Waived in consideration of the public benefit provided by public-safety and emergency response training performed by Permittee.

**Use:** As a training facility to be used in conjunction with Berkeley Police Department K-9 Unit training, Tactical Unit training, and Academy training, and for no other purpose whatsoever.

**Security Deposit:** Waived

#### **FINANCIAL IMPACT**

This Permit has no financial impact on the yearly budget of the Treasure Island Development Authority.

#### **RECOMMENDATION**

Staff recommends authorization for the Director of Island Operations or her designee to execute the Use Permit with the City of Berkeley, acting by and through the Berkeley Police Department, for training exercises on Yerba Buena Island.

**Exhibit A:** Use Permit between TIDA and City of Berkeley acting by and through the Berkeley Police Department

Prepared by: Peter Summerville, Leasing Manager  
For: Mirian Saez, Director of Island Operations



1 [Use Permit with Berkley Police Department.]

2 **Resolution Authorizing the Director of Island Operations to Retroactively Execute a**  
3 **Use Permit with the City of Berkeley, acting through the Berkeley Police Department,**  
4 **for Training Activities on Yerba Buena Island**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on  
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base  
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
15 conversion of the Base for the public interest, convenience, welfare and common benefit of  
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, As part of the ongoing reuse of former Naval Station Treasure Island  
18 Project Office staff has previously coordinated as-needed use of unoccupied buildings and  
19 facilities for the purposes of tactical training exercises by local law enforcement agencies,  
20 including the Berkley Police Department ; and,

21 WHEREAS, Under the proposed Use Permit, the Berkley Police Department will be  
22 allowed access to Yerba Buena Island for the purpose of using specific on-Island buildings  
23 and grounds for tactical training exercises ; and,  
24  
25



1 WHEREAS, Project Office staff has determined that the use of these facilities provides  
2 a public benefit due to the increased training and exercise afforded public safety personnel  
3 such as the Berkley Police Department, now, therefore, be it

4 RESOLVED, That the Board of Directors hereby retroactively approves the Use Permit  
5 between the City of Berkley, acting through the Berkley Police Department, and the Authority,  
6 and authorizes the Director of Island Operations or her designee to execute said Use Permit  
7 in substantially the form attached hereto as Exhibit A; and, be it

8 FURTHER RESOLVED, That the Board of Directors acknowledges that the City of  
9 Berkeley maintains a program of self-insurance and agrees that City of Berkley acting through  
10 the Berkeley Police Department shall not be required to carry any third-party comprehensive  
11 general liability insurance or other insurance with respect to this Use Permit; and be it

12 FURTHER RESOLVED, That the Board of Directors approves the waiver of a standard  
13 Permit Fee for this Use Permit in recognition of the public benefit provided by public-safety  
14 and emergency response training performed by the Berkeley Police Department under this  
15 Use Permit; and, be it

16 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
17 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)  
18 the terms and conditions of the Use Permit are economically reasonable; and, be it

19 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
20 Island Operations or her designee to enter into any additions, amendments or other  
21 modifications to the Use Permit that the Director of Island Operations determines in  
22 consultation with the City Attorney are in the best interests of the Authority, that do not  
23 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
24 the rights of the Authority, and are necessary or advisable to complete the preparation and  
25 approval of the Use Permit, such determination to be conclusively evidenced by the execution



1 and delivery by the Director of Island Operations or her designee of the documents and any  
2 amendments thereto.

3  
4 **CERTIFICATE OF SECRETARY**

5 I hereby certify that I am the duly elected Secretary of the Treasure Island  
6 Development Authority, a California nonprofit public benefit corporation, and that the  
7 above Resolution was duly adopted and approved by the Board of Directors of the  
8 Authority at a properly noticed meeting on January 26, 2011.

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11 Jean-Paul Samaha, Secretary  
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**P-363**  
**USE PERMIT**

**THIS USE PERMIT** (this "Permit") dated for reference only as of December 10, 2010, is made by and between the Treasure Island Development Authority ("Authority") and the City of Oakland, acting by and through the Oakland Police Department ("Permittee").

**RECITALS**

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Housing Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Land and Structures, Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for South Waterfront Naval Station Treasure Island by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

**1. Basic Permit Information**

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation
------------	------------------------------------------------------------------------------------------------

Permittee:	CITY OF OAKLAND, acting by and through the Oakland Police Department
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Premises (Section 2):

That certain portion of the Property commonly known as:

Parcel A: Yerba Buena Island Quarters 240;

Parcel B: Yerba Buena Island Quarters 61 and 62;

Parcel C: Yerba Buena Island Quarters 10; and

Parcel D: Streets, sidewalks and off-street areas located on Halyburton Court and Bigelow Court, Treasure Island; and

Parcel E: Yerba Buena Island Quarters 3 through 7; and

Parcel F: The paved land located at California Avenue and Avenue M, commonly known as the Building 3 parking lot;

Parcel G: 1225, 1229, 1231, 1233, 1235, 1236 Northpoint Drive;

Parcel H: 1205, 1207, 1209, 1211, 1213, 1222 Bayside Drive

all as more particularly shown on Exhibit B, attached hereto.

Structural Report (Section 5):

N/A

Permitted Use (Section 6):

As a training facility to be used in conjunction with Oakland Police Department K-9 Unit training, tactical training, and Academy training, and for no other purpose whatsoever.

Parking Rights (Section 7):

Vehicles must remain parked in marked on-street parking areas and off-street parking lots adjacent to Premises at all times.

Permit Fees (Section 11):

Waived in consideration of the public benefit provided by public-safety and emergency response training performed by Permittee.



Term (Section 12):

Permittee shall have the right to use the Premises from December 1, 2010 through November 30, 2011, for up to eight (8) hours a day, two (2) days a week, at times and dates agreed upon in advance in writing by both Permittee and Authority. Permittee shall provide Authority with at least three (3) working days' prior written notice of requested dates and times. Authority shall reserve the right to reject requests for use of Premesis.

Utilities (Section 19):

NA

Additional Permittee Requirements:

- Permittee shall be responsible for disposal of all trash, debris and other materials generated by Permitted Use.

- Permittee shall not be allowed to enact street closures without prior written consent of Authority.

Insurance Limits (Section 21):

Authority acknowledges that Permittee maintains a program of self-insurance and agrees that Permittee shall not be required to carry any third-party comprehensive general liability insurance or other insurance with respect to this Permit. Permittee assumes the risk of damage to any of Permittee's Personal Property.

Address for Notices (Section 26):

Authority:

Treasure Island Development Authority  
One Avenue of the Palms  
Building 1, 2nd Floor  
Treasure Island  
San Francisco, CA 94130  
Attn.: Director of Island Operations  
Phone No.: (415) 274-0660  
Fax No.: (415) 274-0299

Permittee:

Oakland Police Department  
455 7th st.  
Oakland, Ca. 94607  
Phone: (510) 238-3455  
Fax: n/a

Security Deposit (Section 33):

Waived

2. **License of Premises.** Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic



Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

**3. Inspection of Premises.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

**4. As Is; Disclaimer of Representations.** Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

**5. Seismic Report and Structural Report.** Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters,



describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.



(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.

8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling ([www.sfrecycling.com](http://www.sfrecycling.com)) or 330-1300).

9. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that



Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

11. **Permit Fee.** Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

12. **Term of Permit; Revocability.** The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

13. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic



Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

14. **Security.** In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

15. **Rules and Regulations.** In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit F. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

16. **Surrender; No Holding Over.** Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses made by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

17. **Repair of Damage.** If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs on behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

18. **Public Safety.** Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.



19. Utilities. Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

**20. Release and Waiver of Claims; Indemnification**

**20.1. Release and Waiver of Claims.** Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.



(c) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

**20.2. Acknowledgment.** Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

**20.3. Permittee's Indemnity.** Permittee, on behalf of itself and Permittee's Agents, shall Indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.



## 21. INSURANCE

**21.1. Permittee's Insurance.** Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

**21.2. Claims Made Policy.** Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

**21.3. Annual Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

**21.4. Additional Insureds.** Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

**21.5. Payment of Premiums.** Permittee shall pay all the premiums for maintaining all required insurance.

**21.6. Waiver of Subrogation Rights.** Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of



subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

**21.7. General Insurance Matters.**

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

**21.8. No Limitation on Indemnities.** Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

**21.9. Lapse of Insurance.** Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

**21.10. Permittee's Personal Property.** Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

**22. No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

**23. No Joint Venture or Partnership; Independent Contractor.** This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

**24. Impossibility of Performance.** If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

**25. Possessory Interest Taxes; Payment of Taxes.** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the



Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

**26. Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

**27. MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**28. Non-Discrimination.**

**28.1 Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

**28.2 Subcontracts.** Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.



**28.3 Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**28.4 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

**29. Tropical Hardwoods and Virgin Redwood.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

**30. No Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**31. Conflicts of Interest.** Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

**32. Food Service Waste Reduction.** Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food



service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

**33. Security Deposit.** Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

**34. Notification of Limitations on Contributions.** Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.



**35. Intellectual Property; Music Broadcasting Rights.** Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee: To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers (“ASCAP”) at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

**36. TIHDI Job Broker.** Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

**37. General Provisions.** (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally]**



Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

**PERMITTEE:**

**City of Oakland, acting by and through the  
Oakland Police Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORITY:**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Mirian Saez

Director of Island Operations

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA,**  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney



## EXHIBIT A

Master Leases between TIDA and United States Navy for Land and Structures, Housing, South Waterfront, Naval Station Treasure Island and Housing Naval Station Treasure Island are available upon request.



## EXHIBIT B

### Premises



## EXHIBIT C

*"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,"* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995



## EXHIBIT D

### Structural Report

The Structural Report, among other matters, notes that during an earthquake of magnitude 7 or greater, the buildings and any other structures or improvements located on or about the Premises may not provide life-safety for occupants in the event of an earthquake.



## EXHIBIT E

### Security



EXHIBIT F

Rules and Regulations



## EXHIBIT G

### TIHDI Job Broker Program



## EXHIBIT H

### Public Transportation Information















**AGENDA ITEM 7**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of January 26, 2011**

- Subject:** Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) the Draft *Treasure Island and Yerba Buena Island Subdivision Code*; (ii) the Draft *Interagency Cooperation Agreement*; (iii) the Draft *Design Review and Document Approval Procedure*; and (iii) the Draft *Development Agreement*. (Discussion Item)
- Contact:** Michael Tymoff, Deputy Director of Redevelopment, Office of Economic and Workforce Development

**Introduction**

The Treasure Island Development Authority Board of Directors ("TIDA") meeting on January 12, 2011 marked the beginning of the final phase of the Treasure Island/Yerba Buena Island Redevelopment Project ("Project") planning and entitlements process, and the TIDA meeting on January 26, 2011 continues this course of document review.

Having presented on certain Draft Exhibits to the DDA, including the (a) Land Use Plan; (b) Phasing Plan; (c) Infrastructure Plan; and (d) Housing Plan, the Draft Transition Housing Rules and Regulations, and a summary of the Draft Redevelopment Plan at the January 11, 2011 Citizen's Advisory Board ("CAB") and January 12, 2011 TIDA meetings, the central purpose of the January 26, 2011 TIDA meeting is for staff to make detailed presentations of: (i) the Draft *Treasure Island and Yerba Buena Island Subdivision Code*; (ii) the Draft *Interagency Cooperation Agreement*; (iii) the Draft *Design Review and Document Approval Procedure*; and (iii) the Draft *Development Agreement between Treasure Island Community Development, LLC. and the City and County of San Francisco*. At future TIDA meetings, staff will make presentations regarding other Project Documents and DDA Exhibits.

Copies of these documents are on file with the Authority and OEWD, and have been made available on-line for the public to review at: <http://www.sftreasureisland.org/> (the main Authority website) and: <http://sftreasureisland.org/index.aspx?page=26> (for a direct link to the documents). They are listed under "Master Development Submittals."

As extensive project background, planning process summary, project overview, project documents summary as well as the 2006 and 2010 Term Sheet summaries were provided in a previous memo, they have been omitted from this memo for brevity. However, those items provide a background and context for the project documents review and final approvals, and should be retained for reference.



This staff summary includes the following sections:

I. Introduction	Pages 1-2
II. Draft Project Documents	Pages 2-6
a. Procedural Documents	
i. Design Review and Document Approval Procedure	
ii. Interagency Cooperation Agreement	
iii. Treasure Island/Yerba Buena Island Subdivision Code	
b. Draft <i>Development Agreement between Treasure Island Community Development, LLC. And the City and County of San Francisco</i>	

## DRAFT PROJECT DOCUMENTS

The Project Documents advance and refine plans which represent more than ten years of work by the CAB, TIDA, TICD, the Board of Supervisors ("BOS") and other key stakeholders including local community organizations, residents and members of the public. This section is intended to summarize certain key Draft procedural documents, including the Design Review and Document Approval Procedure, Interagency Cooperation Agreement and the Treasure Island and Yerba Buena Island Subdivision Code. The purpose, role and relationship of each Draft document is described. This section also provides a summary of the Draft Development Agreement and its relationship to other Project Documents. The Project Documents are generally categorized as follows:

1. Authorizing Documents. Generally speaking, the actions that authorize the project are more general and comply with strict legal processes. Authorizing Actions include the preparation and certification of an Environmental Impact Report, adoption of the Redevelopment Plan, Amendments to the City Planning Code to make the Redevelopment Plan consistent with existing law, and the required Consistency Findings with the Bay Plan.
2. Implementing Documents. The actions that implement the project are more specific and detailed, and there is more flexibility in the exact form that these documents take. Implementing documents for the Redevelopment Plan for Treasure Island include, among others, the Development and Disposition Agreement ("DDA") and all of its exhibits, the Design for Development, the Mitigation Monitoring and Reporting Plan, the Public Trust Exchange Agreement, and documentation related to the Early Transfer by the Navy.
3. Procedural Documents. The procedural documents are companion pieces to the implementing documents that go into detail about the processes that the Authority and the City will follow in implementing the project. The agreements in the implementing documents will be enforced through the DDA itself, as well as through the procedural documents: a Design Review and Document Approval



Procedure, an Interagency Cooperation Agreement, and the Treasure Island and Yerba Buena Island Subdivision Code.

## **A. Procedural Documents**

### **1. Design Review and Document Approval Procedure**

The Design Review and Document Approval Procedure (“DRDAP”) for the Treasure Island and Yerba Buena Island project site describes the process by which the Authority and appropriate City departments will consider applications to approve Major Phases of the Project, Sub-Phases within each Major Phase and the construction of infrastructure, open space and parks, and individual vertical development projects.

The first category of design review requires review and recommendation to the Authority Board by the CAB and subsequent approval by the Authority Board of (i) a Streetscape master Plan, (ii) a Conceptual Parks and Open Space Master Plan, and (iii) a Signage Master Plan.

The second category of design review requires approval by the Authority Board of Major Phase Applications and approval by the Executive Director of the Authority Board of Sub-Phase Applications. Major Phase Applications generally include overall site plans, illustrative concept plans for Infrastructure and any proposed changes to the Phasing Plan attached to the DDA. The Sub-Phase Approval Application, which is required before any building permits may be issued for Infrastructure and land transferred from TIDA to TICD and before the Authority’s consideration of Vertical Approvals, govern infrastructure within the Sub-Phase, including site plans, 50% Construction Documents for Infrastructure and 100% Design Development Documents for Open Space Lots.

The third category of design review, subsequent to a Sub-Phase Approval, requires approval of Vertical Improvements. Vertical Application Submissions include Schematic Design Documents, Design Development Documents and Construction Documents. There are two paths for Vertical Improvements approvals – a building permit process or a site permit process. Under the building permit process, the Vertical Developer must obtain approval from the Authority of Schematic design Documents, approval from the the Authority Board Executive Director of Design Development Documents and approval from DBI of Construction Documents. Under the site permit process, the Authority Board must approve Schematic Design Documents before DBI may issue the Site Permit. Upon issuance of the Site Permit, the Site Permit requires approval of a Design Development Document Addendum and various Construction Document Addenda generally following DBI’s standard Site Permit process. The Authority Board Executive Director must review and approve all such Addenda for consistency with the Redevelopment Requirements and prior Approvals.

The DRDAP also describes the time period for the Authority to review complete submissions and the process for other City agencies to review and provide comment on



applications. The DRDAP is in addition to the process for City approvals of subdivision maps under the Subdivision Ordinance described below.

## **2. Interagency Cooperation Agreement**

The Interagency Cooperation Agreement (“ICA”) is a contract between the City and County of San Francisco and the Authority, which binds any City departments with discretionary approval rights. The ICA must be approved by the Authority, the City’s Board of Supervisors and all other City agencies which are signatories to the agreement. TICD will be a third party beneficiary of the ICA, and will have the right to bring an action for specific performance to enforce the agreement against the City. The City agencies and departments who have discretionary approval rights, and thus are signatories to the ICA, are: Department of Public Works, Department of Building Inspection, San Francisco Municipal Transportation Authority, San Francisco Public Utilities Commission, San Francisco Fire Department, Arts Commission and the Planning Department.

The ICA sets forth a framework for cooperation between the City and the Authority in administering the process for control and approval of subdivisions, issuance of building permits and all other applicable land use, development, construction, improvement, infrastructure, occupancy and use requirements. The ICA also establishes and fixes the City regulations, policies and procedures governing such approvals within the Project Area, including infrastructure requirements relating to the build-out of the project as set forth in the Infrastructure Plan, subject to certain changes relating primarily to protection of physical health and safety, to adoption of applicable conflicting federal or state laws and to requirements under any subsequent environmental review under CEQA. In addition, the ICA will declare the City’s intent to undertake and complete actions and proceedings necessary to be carried out by the City under the Redevelopment Plan and Project documents. The Authority and the City commit to process expeditiously applications for approval of development and will treat those applications as a priority project.

The ICA also serves as a “joint community facilities agreement” as required by the law that governs Community Facilities Districts. In this way, it provides for the City to acquire and operate completed public infrastructure that will be financed through special taxes on the Treasure Island property.

## **3. Treasure Island and Yerba Buena Island Subdivision Code**

The Subdivision Code of the City and County of San Francisco for Treasure Island and Yerba Buena Island (the “Code”) regulates the process for submission, review, and approval of subdivision development within the Treasure Island and Yerba Buena Island Development Plan Area. The Code is tailored to a specific regulatory framework for the submission, review, and approval of subdivisions and the associated public infrastructure for property within the Treasure Island and Yerba Buena Island Development Plan Area. The Code implements the processing timelines of the Design Review and Document



Approvals Procedures (DRDAP) for subdivision map approval and require that subdivision map submittals and approvals be consistent with the Redevelopment Plan and Plan Documents. It limits the City's ability to impose additional conditions beyond those set forth in the Redevelopment Plan, Disposition and Development Agreement (DDA) and related documents.

## **B. Draft Development Agreement**

The Development Agreement ("DA") is a contract between the City and County of San Francisco and TICD governing the obligations of both parties with regard to fees, exactions, periodic review, remedies and dispute resolution, as well as provides the vested right for TICD to develop the Project Site in accordance with the Redevelopment Documents, the Transaction Documents and the project approvals. Primary concepts included in the DA are:

- **Future Changes to Regulation.** Future changes to City laws, rules, plans or policies adopted after the approval of project documents that are deemed to be in conflict with the Development Agreement, the Redevelopment Plan, the Transaction Documents and the terms and conditions of the Project Approvals shall not apply. The City retains the authority to take any action necessary to protect the physical health and safety of the public as well as to comply with applicable federal or state law or regulations related to water quality, air quality, hazardous materials or otherwise relating to the physical environment.
- **Development Fees and Exactions.** Only the following development fees or exactions are applicable to the Project: (a) the School Facilities Impact Fee; and (b) the Wastewater Capacity Charge as imposed by the SFPUC. No new or increased development fees or exactions shall apply to the project until twenty (20) years after the issuance of the first Building Permit for Vertical Improvements.
- **Applicability of Uniform Codes; Infrastructure Standards.** Any changes made to the California Standards Building Code are applicable to the project.
- **Treasure Island Transportation Revenues.** The State Legislation has authorized the creation of the Treasure Island Transportation Management Agency ("TITMA") to administer the transportation program on Treasure Island and Yerba Buena Island, including the congestion pricing and parking programs. Upon formation of the TITMA, the City and its departments are prohibited from exercising the exclusive powers reserved to TITMA.
- **Cooperation in the Event of Third-Party Challenge.** In the event of a third-party challenge, the City and TICD will cooperate in defending against such challenge. TICD shall assist at its own expense.
- **Periodic Review of Developer's Compliance.** There shall be an annual review of TICD's compliance with the DA, conducted by the Planning Director.



### ATTACHMENTS

The following Draft Project Documents are included on the enclosed CD as individual PDF files, and are available on-line for review at <http://www.sftreasureisland.org/> (the main Authority website) or <http://sftreasureisland.org/index.aspx?page=26> (for a direct link to the documents)

- Draft Design Review and Document Approval Procedure
- Draft Interagency Cooperation Agreement
- Draft Subdivision Code
- Draft Development Agreement



## INTERAGENCY COOPERATION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)

This INTERAGENCY COOPERATION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND) (as amended from time to time, this "ICA") dated for reference purposes as of \_\_\_\_\_ (the "Reference Date") is between the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county (the "City"), and the TREASURE ISLAND DEVELOPMENT AUTHORITY, a public body, corporate and politic, of the State of California (together with any successor public agency, the "Authority"), in reference to the Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated for reference purposes as of \_\_\_\_\_, by and between the Authority and TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC., a California limited liability company (together with its successors, "Developer") (including all attached and incorporated exhibits and as amended from time to time, the "DDA"). Capitalized terms used but not otherwise defined in this ICA shall have the meanings for such terms set forth in the DDA and the Development Agreement referenced in Recital E below.

### RECITALS

A. In accordance with the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq.) (the "CCRL"), the City, acting through its Board of Supervisors, approved a Redevelopment Plan for Treasure Island/Yerba Buena Island by Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_ ("Redevelopment Plan"). In cooperation with the City, the Authority is in the process of implementing the Redevelopment Plan. The Redevelopment Plan was recorded on \_\_\_\_\_, 2011, as Document No. \_\_\_\_\_ in the Official Records of the City. The Redevelopment Plan provides for the redevelopment, rehabilitation and revitalization of portions of former Naval Station Treasure Island as more particularly described in the Redevelopment Plan (the "Redevelopment Plan Area").

B. The Planning Commission and the Authority certified an environmental impact report for the Project on \_\_\_\_\_, by Motion No. \_\_\_\_\_, and the Board of Supervisors, by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, adopted findings and mitigation measures under the California Environmental Quality Act ("CEQA") that must be implemented to reduce the environmental impacts of the Project to less than significant (the "Mitigation Measures").

C. To implement the Redevelopment Plan, the Authority and Developer have entered into the DDA. The DDA provides for Developer to construct and improve Infrastructure in accordance with the Infrastructure Plan attached to the DDA, a copy of which is also attached to this ICA as Exhibit A. Developer will construct Infrastructure in phases as described in the DDA. In addition, the DDA incorporates the Mitigation Measures that must be implemented at specified stages of development. Design controls governing all Improvements within the Redevelopment Plan Area are set forth in the Design for Development for Treasure Island and Yerba Buena Island (as amended from time to time within the limits, restrictions, and controls established in the Redevelopment Plan, individually or collectively as the context requires, the "Design for Development").



D. The Design Review and Document Approval Procedure attached to the DDA (the “**DRDAP**”) provide for expedited review and approval of Major Phase Applications, Sub-Phase Applications, and Vertical Applications for the Infrastructure and other Improvements (the “**Authority Applications**”). The Parties desire to provide for expedited review by the City Agencies of the Authority Applications and to establish a process for expedited review by the Authority of applications to the City Agencies for the Project, including but not limited to subdivision maps, site permits, grading permits, planning approvals pursuant to Planning Code Section 101.1 and 320-325 (Office Allocation) and building permits (the “**City Applications**”, together with Authority Applications, the “**Project Applications**”). In accordance with San Francisco Campaign and Governmental Conduct Code section 3.400(b), the City and the Authority find and agree that there is a compelling public policy basis to expedite the review and permitting process for Project Applications as contemplated by this ICA and the DRDAP.

E. To eliminate uncertainty in the City’s land use planning for the Project Site and secure orderly development of the Project consistent with the Redevelopment Documents and the DDA, the City and Developer have entered into a Development Agreement dated concurrently herewith (the “**Development Agreement**”). By entering into the Development Agreement, the Parties acknowledged that City Regulations may apply to the Project Site to the extent that they do not conflict with the Redevelopment Documents or the Tidelands Trust. The Development Agreement does not impart jurisdiction on the City for Project Approvals or Subsequent Approvals to the extent inconsistent with the Redevelopment Documents, the Transaction Documents, this ICA, the Conversion Act or the CCRL. However, the provisions of the Development Agreement are intended to apply to the City to the extent that the City retains any approval authority over the Project Site, the ability to impose new City Regulations or amend the Redevelopment Plan in a manner that could affect the development of the Project Site.

F. As set forth in the TI/YBI Subdivision Code, the Department of Public Works (“**DPW**”) has authority to process subdivision development including but not limited to subdivision mapping, street vacations, public improvement agreements, Infrastructure construction permits, determination that the construction of the Infrastructure is completed and ready for its intended use, and presentation to the Board of Supervisors for acceptance of the Infrastructure. In order to provide for expeditious processing of approvals for Project Applications, DPW will utilize the Task Force, as and to the extent described in Section 3.4 below. DPW also has the ability to provide additional project management, scheduling, engineering, construction management and reimbursement audit services as requested by Authority or Developer.

G. To implement the Project, the City and the Authority are also entering into a Tax Increment Allocation Pledge Agreement (Treasure Island/Yerba Buena Island) for the irrevocable pledge of net available tax increment to finance public improvements, affordable housing and other costs permitted by the CCRL (the “**Tax Allocation Agreement**”). As set forth in the Financing Plan attached to the DDA, tax increment from the Project Site and the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Authority incurred to pay or otherwise directly reimburse the costs of Infrastructure and other costs and improvements permitted by the CCRL. The Authority and the City have agreed that the Tax Allocation Agreement is a joint community facilities agreement



under the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code § 53311 et seq., as amended (the "CFD Act") for all of the Infrastructure and other Improvements.

H. The redevelopment of the Project Site shall be completed in accordance with the Redevelopment Plan, the Plan Documents, the Development Agreement and the Design for Development (collectively, the "Redevelopment Documents"). Developer's obligations for redevelopment of the Project Site are further set forth in the DDA and will be further defined in any future Authority Approvals given under the DRDAP (collectively, with the Redevelopment Documents, the "Redevelopment Requirements"). Development of the Project in accordance with the Redevelopment Requirements affords numerous public benefits for the City and its residents, which include: eliminating blighting influences from and revitalizing the blighted Project Site; implementing geotechnical improvements in developed areas; providing flood protection improvements; constructing substantial new rental and for-sale affordable and market-rate housing; creating publicly accessible open space and new, enhanced public access to the waterfront; and generating new jobs, including employment opportunities for economically disadvantaged individuals.

I. Under CCRL section 33220(e), certain public bodies, including the City, are authorized to aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. To promote development in accordance with the objectives and purposes of the Redevelopment Documents, the City and the Authority are entering into this ICA to provide for their cooperation in administering the control and approval of subdivisions, and all other land use, development, construction, improvement, infrastructure, occupancy, and use requirements applicable to the Project.

J. With regard to SFPUC, this ICA is intended to govern SFPUC's role in processing Project Applications. This ICA is in addition to a separate Memorandum of Agreement (the "PUC MOA") being entered into between SFPUC, Authority and Developer, governing the rights and obligations of the SFPUC to acquire, construct and/or operate certain the wastewater treatment facilities, recycled water system, and related improvements within the Project Site.

## AGREEMENT

ACCORDINGLY, in consideration of the matters described in the foregoing recitals, the covenants contained in this ICA and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and the Authority agree as follows:

### 1. PURPOSE OF THIS ICA.

1.1 *City and Authority.* The purpose of this ICA is to facilitate the implementation of the Redevelopment Plan, and development of the Project in accordance with the Redevelopment Documents and this ICA. The City and the Authority agree that: (a) the development of the Project in accordance with the Redevelopment Documents is in the best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws; (b) they intend for this ICA to provide the framework for cooperation between the City and the Authority with respect to the review and approval of Project Applications; and (c) this ICA is for their mutual benefit.



**1.2 *Developer; Vertical Developer.*** The City and the Authority agree that: (a) this ICA is for Developer's express benefit, subject to Developer's Consent, which is attached to and is a part of this ICA; (b) except as set forth in Section 7.4, Developer Parties are entitled to rely on, receive benefits conferred by, and enforce this ICA, but only on the condition that neither the Authority nor the City will be liable for any damages under this ICA; and (c) their intention is to provide mechanisms for Developer to develop the Project in accordance with this ICA and the Redevelopment Documents. Developer's burdens and benefits under this ICA and the Developer's Consent, and all limitations on those burdens and benefits, will accrue to the applicable Developer Party. The DDA contemplates partial Transfers and partial terminations of the DDA as well as the sale of Lots to Vertical Developers for development of Vertical Improvements. Developer Parties will have third-party beneficiary rights under this ICA only to the extent it affects or relates to the land on which Developer, the Transferee or Vertical Developer, as applicable, has rights under the DDA or Vertical DDA, as applicable.

## **2. EFFECTIVE DATE; TERM.**

**2.1 *Effective Date.*** This ICA will become effective on the date on which the Redevelopment Plan is effective (the "**ICA Effective Date**").

**2.2 *Term.*** The term of this ICA (the "**ICA Term**") begins on the ICA Effective Date and ends, with respect to the Project Site, on the date that both the DDA and Vertical DDA, if any, terminates with respect to that portion of the Project Site.

**2.3 *City.*** The City's approval of this ICA will be evidenced by the signatures of the Mayor, the Clerk of the Board of Supervisors, the Controller, the City Administrator, and the Director of Public Works. Any other City Agency's approval will be evidenced by its written consent, which will be attached to and be a part of this ICA, but a City Agency's failure to consent to this ICA will not cause this ICA to be void or voidable. Each City Agency, including the SFMTA, the SFPUC, the Planning Commission and Department the Department of Building Inspection, the Arts Commission, and the San Francisco Fire Department, shall be bound by this ICA only if it approves this ICA and executes the attached consent form evidencing such approval.

## **3. COOPERATION.**

**3.1 *Agreement to Cooperate.*** The City agrees to aid the Authority, and the City and the Authority agree to cooperate with one another, to expeditiously implement the Project in accordance with the Redevelopment Documents (subject to Section 11.2 below) and undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Redevelopment Documents are fulfilled during the ICA Term. Nothing in this ICA obligates the City or the Authority to spend any sums of money or incur any costs other than Authority Costs that Developer or Vertical Developers must reimburse under the DDA or administrative costs that Developer or Vertical Developers must reimburse through the payment of Administrative Fees.

**3.2 *No General Fund Commitment.*** This ICA is not intended to, and does not, create any commitment of the City's General Fund in any manner that would violate the debt



limitations under article XVI, section 18 of the State Constitution or the fiscal provisions of the City's Charter, including Charter section 3.105.

**3.3 *Environmental Review.*** This ICA does not limit the City's or the Authority's obligation to comply with applicable environmental laws, including CEQA, before taking any discretionary action regarding the Project. However, because the Environmental Impact Report ("EIR") prepared and certified for the Project is both a "project" EIR and a "program" EIR, it is anticipated that the approval of each subsequent application consistent with the Redevelopment Requirements shall not require the preparation of new environmental documents, unless otherwise required pursuant to Public Resources Code Section 21166, as the same may be amended from time to time.

**3.4 *Expeditious Processing of Approvals.***

**(a) Expeditors.**

**(i) DPW and the Task Force.** Developer, the Authority, and/or the City may retain third-party professionals to assist City and Authority staff with efficiently fulfilling their respective obligations for expeditious processing of permits under this ICA and the DRDAP and DPW obligations under any Acquisition and Reimbursement Agreement (the "**Task Force**"), provided that (A) any such third-party professional does not pose a conflict between the interests of the Authority or City and Developer with respect to matters involving Developer, or the interests of the Authority or City and Vertical Developer with respect to matters involving Vertical Developer, as evidenced by contractual relationships with Authority, City, Developer or Vertical Developer, either existing or in the immediately prior 24 months, unless a conflict waiver is obtained by the other parties, and (B) at least sixty (60) days before retaining or renewing the contract of any such third-party professional, DPW, Authority, and Developer staff shall meet and confer about the identity, cost, duration and scope of work of such third-party professional to ensure that such third-party professional is used in an efficient manner and avoids redundancies. Any contracts with any such third-party professionals shall provide a maximum annual fee for the specified scope of work. Any such contracts may be on an annual basis or for such reasonable multi-year term as is agreed-upon by the parties, shall provide for an annual review, and shall provide the City, Authority or other contracting party with at-will cancellation rights. Either Developer or the Authority may request the cancellation of any third-party professional's contract by delivering a written statement of the basis for its cancellation request to the other Party no less than forty five (45) days after each anniversary of the commencement date of the contract. Upon receipt of a cancellation request, the Parties shall meet and confer to resolve the issues raised in the request, including whether a revised scope of work would address the issues adequately and, if not, to disband the Task Force or implement procedures for securing a contract with a satisfactory replacement third-party professional. In the event that services of the third-party professionals are terminated or the Task Force is disbanded, the Parties shall meet and confer to revise the timelines for Authority and City review of Project Applications under this ICA, the DRDAP, and the Planning Cooperation Agreement in light of available staffing.

**(ii) Assessor's Office.** Upon the request of Developer, the Authority and Developer shall meet and confer with the County Assessor regarding the use and retention of



dedicated County Assessor staff (on a full or part-time basis) to facilitate the prompt annual assessment of real property in the Project Site. Upon the mutual agreement of Developer, the County Assessor and the Authority regarding the cost, duration and scope of such work to be paid by Developer, the County Assessor shall implement such agreement and make such staff available for property reassessments within the Project Site.

(iii) Task Force and Assessor Costs. The Parties agree that all of the City's costs of the Task Force, and the agreed costs of the County Assessor as set forth in clause (ii) above, will be Authority Costs, to be reimbursed by Developer, all subject to the limitations set forth in the DDA, the Development Agreement and this ICA.

(b) Role of DPW.

(i) Processing of Applications. The City and the Authority agree that, for the Project: (i) DPW will act as the City's lead agency to facilitate coordinated City review of Project Applications for Infrastructure (other than mass grading permits and structural components of Infrastructure not within public right-of-ways that are permitted by DBI); and (ii) DPW staff and the Task Force will: (x) work with Developer to ensure that Project Applications are technically sufficient and constitute Complete Project Applications, as required under the DRDAP, the Applicable City Regulations, and applicable State and federal law; (y) interface with City and Authority staff responsible for reviewing Project Applications to ensure that City and Authority review of the Project Applications is concurrent and that the approval process is efficient and orderly and avoids redundancies; and (z) take such actions as are required in accordance with any Acquisition and Reimbursement Agreement.

(ii) Section 2.4.21 Waiver. Section 2.4.21 of the Public Works Code provides that DPW shall not issue any permit to excavate in any moratorium street. A moratorium street is defined as any block that has been reconstructed, repaved, or resurfaced in the preceding five-year period. The Code allows the DPW Director, in his or her discretion, to grant a waiver for good cause. DPW acknowledges that the development of the Project will involve the construction of an entirely new street network, which will occur prior to the development of adjacent Vertical Improvements. Subsequent Vertical Improvements may require street excavation to connect such Vertical Improvements to newly installed Infrastructure. To the extent that the development of subsequent new Vertical Improvements requires excavation within adjoining public streets and such excavation would occur within the five-year moratorium period, it shall be considered good cause for the Director to grant such waiver, subject to reasonable conditions to protect public health, safety and welfare and to allow the Department to recover actual costs incurred on a time and materials basis.

(c) Role of DBI.

(i) Review of Applications. The City and the Authority agree that, for the Project: (i) DBI will act as the City's lead agency to facilitate coordinated City review of Vertical Applications (including components of Infrastructure to be processed under Vertical Applications pursuant to the DRDAP), and mass grading permits; and (ii) DBI and the Task Force will: (x) work with Developer to ensure that such Construction Document Applications are technically sufficient and constitute Complete Construction Document Applications, as required



under the DRDAP, the Applicable City Regulations, and applicable State and federal law; (y) interface with City and Authority staff responsible for reviewing Construction Document Applications for Vertical Improvements to ensure that City and Authority review of such Construction Document Applications is concurrent and that the approval process is efficient and orderly and avoids redundancies; and (z) take such actions as are required in accordance with any Acquisition and Reimbursement Agreement.

(d) Priority Project. The City and the Authority agree that the development of the Project as contemplated by the Redevelopment Documents is a priority project for which they will act as expeditiously as is feasible to review and process Complete Project Applications, as more particularly described in the DRDAP and this ICA.

(e) Pre-Submission of Applications. The Authority, with the Task Force's assistance, will advise applicable City Agencies of, and invite them to participate in, any pre-submission conference for an Authority Application. The Authority will require Developer to provide any City Agencies choosing to participate in any pre-submission conference with a copy of Developer's submission in accordance with the DRDAP.

(f) City and Authority Review of Authority Applications. As set forth in the DRDAP, the Authority will review and consider Authority Applications to determine whether such Authority Applications are Complete Applications and for consistency with the Redevelopment Requirements, and DBI will review and consider Construction Document Applications to determine whether such Construction Document Applications are Complete, subject to the following:

(i) City Agencies. The Authority will submit each Complete Authority Application, or applicable portions thereof, to applicable City Agencies. Each City Agency will review submittals made to them under this ICA for consistency with the Applicable City Regulations and applicable State and federal law, and will make recommendations to the Authority within thirty (30) days of the City Agency's receipt of such Complete Authority Application in accordance with the DRDAP. The City Agencies will not make recommendations or impose requirements that are inconsistent with the Redevelopment Documents, Applicable City Regulations, or applicable State and federal law, and will not deny an Approval of any Authority Application based on items that are consistent with the Redevelopment Documents, Applicable City Regulations, a prior Approval by the City Agency, and applicable State and federal law. Any City Agency denial, or recommendation of denial to the Authority, of an Approval shall include a statement of the reasons for such denial or recommendation of denial to the Authority.

(ii) Planning. Before the Authority Approves any Authority Application that includes an office development on a Lot requiring an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), the Authority shall submit each such Complete Authority Application to the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. \_\_\_\_\_, the Planning Commission adopted: a) findings that the office development contemplated by the Redevelopment Plans promotes the public welfare, convenience, and necessity; b) making findings required pursuant to Section 320-325 of the Planning Code; and c) establishing priority,



with certain exceptions, for certain of the office development of the Project over such development elsewhere in the City. Authority and the Department shall cooperate to act expeditiously and in conformance with this Resolution and the related Redevelopment Plan provisions regarding approval of office development.

(iii) SFMTA.

(1) Before the Authority Approves any Authority Application that includes or should include (1) future Infrastructure that will be under SFMTA jurisdiction upon City acceptance (the “**SFMTA Infrastructure**”) or (2) certain transportation-related Mitigation Measures, the implementation of which will be within SFMTA jurisdiction (the “**Transportation-Related Mitigation Measures**”), the Authority shall submit each such Complete Authority Application to the SFMTA for review and comment to ensure that SFMTA requirements are satisfied, including any requirements for start-up testing protocols and warranties, subject to Article 2 of the Development Agreement regarding Applicable Laws. The SFMTA will review each such Complete Authority Application, or applicable portions thereof, and provide comments to the Authority within thirty (30) days of the SFMTA’s receipt of such Complete Authority Application. In addition, the Authority, Developer, and Vertical Developers, as applicable, will work collaboratively with the SFMTA to ensure that SFMTA Infrastructure and Transportation-Related Mitigation Measures are discussed as early in the review process as possible and that the Authority and the SFMTA act in concert with respect to these matters. The Authority shall not Approve any Authority Application that includes plans and specifications for SFMTA Infrastructure or that amends the Transportation-Related Mitigation Measures without the prior Approval of the SFMTA.

(2) AB 981 (Chapter 317, Stats. Of 2008) requires the Treasure Island Transportation Management Agency (the “TITMA”), in implementing the transportation program, to coordinate with SFMTA in decisions regarding transit service, parking enforcement, traffic signaling, and all other operational responsibilities for which SFMTA is mutually determined to have operational responsibilities. In addition, the Mitigation Measures provide that SFMTA will provide transit service at a level appropriate to the projected increase in demand from the Project. SFMTA shall work cooperatively and expeditiously with the TITMA to assist in identifying adequate and reliable funding sources as necessary for SFMTA to carry out its responsibilities, and to assist in implementation of the Transportation Plan and Mitigation Measures. Such assistance may include operation of the on-Island shuttle by SFMTA to the extent that terms for operation and funding are reasonably agreed-upon by SFMTA and TITMA. This provision is not intended to interfere with the jurisdiction of SFMTA or any successor agency over the real, personal, and financial assets of SFMTA, the authority of SFMTA over contracting, leasing, and purchasing, or the authority of SFMTA to set fares for the San Francisco Municipal Railway

(iv) SFPUC. Before the Authority approves any Authority Application that includes or should include (1) future Infrastructure that will be under SFPUC jurisdiction upon City acceptance (the “**SFPUC Infrastructure**”), or (2) certain utility-related Mitigation Measures, the implementation of which will be within SFPUC jurisdiction (the “**SFPUC-Related Mitigation Measures**”), the Authority shall submit each such Complete Authority Application to the SFPUC for review and comment to ensure that SFPUC requirements are



satisfied, including any requirements for start-up testing protocols and warranties, subject to Article 2 of the Development Agreement regarding Applicable Laws. The SFPUC will review each such Complete Authority Application, or applicable portions thereof, and provide comments to the Authority within thirty (30) days of the SFPUC's receipt of such Complete Authority Application. In addition, the Authority, Developer, and Vertical Developers, as applicable, will work collaboratively with the SFPUC to ensure that SFPUC Infrastructure and SFPUC-Related Mitigation Measures are discussed as early in the review process as possible and that the Authority and the SFPUC act in concert with respect to these matters. The Authority shall not Approve any Authority Application that includes plans and specifications for SFPUC Infrastructure or that amends the SFPUC-Related Mitigation Measures without the prior Approval of the SFPUC.

(v) **SFFD.** Before the Authority approves any Authority Application that includes or should include future Infrastructure that will be under SFFD jurisdiction upon City acceptance (the "**SFFD Infrastructure**"), the Authority shall submit each such Complete Authority Application to the SFFD for review and comment to ensure that SFFD requirements are satisfied, including any requirements for start-up testing protocols and warranties, subject to Article 2 of the Development Agreement regarding Applicable Laws. The SFFD will review each such Complete Authority Application, or applicable portions thereof, and provide comments to the Authority within thirty (30) days of SFFD's receipt of such Complete Authority Application. In addition, the Authority, Developer, and Vertical Developers, as applicable, will work collaboratively with the SFFD to ensure that SFFD Infrastructure is discussed as early in the review process as possible and that the Authority and the SFFD act in concert with respect to these matters. The Authority shall not Approve any Authority Application that includes plans and specifications for SFFD Infrastructure without the prior Approval of the SFFD.

(vi) **Arts Commission.** Before the Authority Approves any Authority Application that includes or should include Improvements within public right-of-ways and other public areas that will be dedicated to the City, Authority shall submit certain Design Documents, the Streetscape Master Plan and the Signage Master Plan to the Arts Commission for review and comment as and to the extent required by Charter section 5.103. Arts Commission review shall be limited to approvals of (i) Design Documents for structures to be constructed on City-owned property, and (ii) the Streetscape Master Plan and Signage Master Plan to the extent such Master Plans affect City-owned property and structures, and Improvements located within public rights-of-way included within the applicable Sub-Phase Applications. Submittals and review will be in accordance with the Civic Design Review Guidelines adopted by the Arts Commission, provided, however, that for the Master Plans, Arts Commission review will occur only once at the level of detail presented in those Master Plans. The Arts Commission will review each such Complete Authority Application, or applicable portions thereof, and provide comments to the Authority within thirty (30) days of the Arts Commission receipt of such Complete Authority Application.

(vii) **DBI.** DBI shall comply with the review requirements of Section 3.4(f)(1) above for all Authority Applications and with Section 4 for all Construction Documents Applications (which include any Building Permit or Site Permit Applications).



3.5 *Specific Actions by the City.* City actions and proceedings subject to this ICA shall be through the Mayor or his or her designee, as well as affected City Agencies, and shall include:

(a) Trust Exchanges. Assisting the Authority in closing the Trust Exchanges as contemplated by the Public Trust Exchange Agreement.

(b) Street Vacation, Dedication, Acceptance, and other Street Related Actions. Instituting and completing proceedings for opening, closing, vacating, widening, or changing the grades of streets, roads, alleys, sidewalks, and other public rights-of-way and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Site, including any requirement to abandon, remove, and relocate public utilities (and, when applicable, city utilities) within the public rights-of-way as necessary to carry out the Project in accordance the Redevelopment Documents and Redevelopment Requirements.

(c) Cooperation. Assisting the Authority as set forth in this ICA and in any memoranda of understanding or other agreements among the City Agencies or between the City and the Authority in furtherance of this ICA and the Project.

(d) Planning. Assisting in the planning and implementation of the Project consistent with the Redevelopment Documents as well as providing General Plan referrals.

(e) Acquisition. Expeditiously acquiring land and Infrastructure or other Improvements from Developer, the Authority or any CFD (or similar financing device) by accepting Developer's dedication of property and Infrastructure and Improvements that have been constructed to City standards in accordance with the DDA and any Acquisition and Reimbursement Agreement, and taking any additional City actions as required under any Acquisition and Reimbursement Agreement.

(f) Release of Security. Releasing security as expeditiously as possible following the Completion of Infrastructure, but in no event before the applicable date for release under the Map Act and the TI/YBI Subdivision Code and as may be further specified in any Subdivision Improvement Agreement.

(g) State and Federal Assistance. Assisting the Authority in pursuing, and reasonably considering requests from Developer to pursue, state or federal grants on behalf of the Project, below market rate loans or other financial assistance or funding to assist in paying for environmental remediation of the Project Site, transportation and other Infrastructure improvements, and other community benefits. The City shall make any Project Grant obtained by the City for the Project available to the Authority for use in accordance with the Financing Plan.

(h) Environmental Review. Complying with and implementing Mitigation Measures for which the City is responsible, whether as the municipal corporation or as a landowner, and assisting with evaluating and performing any subsequent environmental review to the extent required under CEQA Guidelines Section 15162..



(i) Affordable Housing Tax Credits. Using its good faith efforts to prioritize any application for 9% Tax Credits under the City's geographic apportionment, to the extent the applicants fail to secure an allocation of 9% Tax Credits from a state-wide set-aside. Priority within the geographic apportionment will be given first to TIHDI Housing Projects and then to other Authority Housing Projects.

(j) Historic Tax Credits. Using its good faith efforts to assist Developer in pursuing the 20% Historic Tax Credit and such other historic tax incentives as may be available to encourage the rehabilitation of the historic resources on the Project Site.

(k) Project Management, Scheduling, Engineering, Construction Management and Reimbursement Audit Services. Upon request of the Authority and subject to Developer's consent, DPW assisting with project management, scheduling, engineering, construction management and reimbursement audit services.

**3.6 Public Power.** The SFPUC prepared a study confirming the feasibility of providing electric service to the Project Site in accordance with San Francisco Administrative Code Chapter 99. Prior to the Authority's approval of the first Major Phase Application, the SFPUC shall, in conjunction with the Authority and Developer, update this study for the Project and, at the election of the SFPUC, include an analysis of the feasibility of providing natural gas to the Project Site. The costs of such update with respect to electric service shall not be Authority Costs subject to requirements and limitations in Article 19 of the DDA. Subject to the agreement of the SFPUC to provide electricity and/or natural gas service following completion of this update, Developer understands and agrees that all electricity and/or natural gas for the Project Site will be provided by Hetch Hetchy Water and Power or other City sources, so long as the updated feasibility analysis shows that: (i) the applicable service will be reasonably available for the Project's needs, (ii) the level of service will be substantially equivalent or better than that available on the open market, (iii) the applicable service can be separately metered and implemented at comparable business terms and without additional delay (including delivery of service to construction sites), (iv) the projected price for the applicable service is comparable to or less than the prevailing market rates for comparable types of loads, (v) the level of capital refund structure is at comparable business terms (vi) the SFPUC commits to provide comparable support for supplying green power to the project, on-island emergency power supply and on-island renewable energy generation. If the SFPUC does not provide electricity and/or natural gas to the Project Site as set forth above, and the City offers Community Choice Aggregation service in the City, then the City's Community Choice Aggregation service will extend to and include the Project Site. In addition, the Parties agree future owners and users of property within the Project Site have the ability to participate in any such Community Choice Aggregation service available to City residents.

### **3.7 Workforce Development.**

**3.8 Procedures Required Under Applicable Laws.** All City actions under this ICA will be taken subject to the limitations in the Development Agreement.



#### 4. BUILDING PERMITS/CITY APPLICATIONS.

**4.1 Processing of Building Permits.** Any application for a building permit that Developer submits for construction of the Project during the ICA Term must be consistent with the Redevelopment Requirements and the Applicable City Regulations (as defined in the Development Agreement) at the time of the building permit application and shall be subject to the following requirements:

(a) DBI. Authority delegates to the Department of Building Inspection (“DBI”) the authority to review, process and coordinate all City review of building permit applications and issue all building permits for the Project. For Construction Document Applications, the DRDAP requires Vertical Developers to submit Construction Document Applications concurrently to DBI and Authority. For each Construction Document Application, including each Addendum to a Site Permit Application, DBI shall notify Vertical Developer as soon as practicable, but in no event more than thirty (30) days after submittal, whether additional application materials are required to complete its review. DBI shall circulate permit applications to the appropriate City Agencies and Authority within three (3) days of the date that DBI has received all necessary application materials required to complete its review, or thirty (30) days after DBI received the initial submittal of the Construction Document Application if DBI or Authority has not notified Vertical Developer whether additional application materials are required to complete its review, whichever is earlier (the “Complete Application Date”). DBI shall not take any final action on any Complete Construction Document Application until such Construction Documents Application has been reviewed by the Authority for compliance with the Redevelopment Documents, including any applicable requirements pursuant to CEQA, in accordance with the DRDAP.

DBI shall provide final comments on each Complete Construction Documents Application, including changes responding to comments received from the Authority and City Agencies or others during the 30-day City Agency review period, within sixty (60) days (for Applications pertaining to buildings seventy (70) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over seventy (70) feet in height) following the Complete Application Date. Notwithstanding the foregoing, if one or more Vertical Developers (including Developer acting as a Vertical Developer), submits a subsequent Complete Construction Documents Application for a different Lot within fifteen (15) days of the date of submittal of a previous Construction Documents Application, then DBI shall be entitled to an additional fifteen (15) days to review and determine whether additional application materials are required to complete its review for purposes of establishing the Complete Application Date.

In its comments on the Construction Documents Application, DBI may propose changes to the Construction Documents Application that do not conflict with the Redevelopment Requirements. If DBI proposes any such changes, then DBI, the Authority and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by DBI; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) and eighty (80) day period specified above (as extended for multiple Applications as set forth above) unless agreed to by Developer, DBI and Authority Staff. Within thirty (30) days after the close of the periods described above in this Section 4.1, DBI



shall take action on each Complete Construction Documents Application in accordance with the standards in Section 4.1(b).

(b) Approval Standard. DBI approval of Construction Document Applications shall be made in accordance with Applicable Regulations, consistent with the Development Agreement and Redevelopment Documents. If DBI determines that it will disapprove a Construction Document Application, then DBI shall send a notice to the applicant stating the basis for the disapproval by the end of the thirty (30) day review period cited above. The applicant shall have the opportunity to make changes to and resubmit the Construction Documents Application from time to time. The approval of the Authority shall not override the review authority of DBI under the standards and procedures of the Applicable Regulations, and the approval of DBI shall not override the review authority of the Authority under the Redevelopment Requirements. Vertical Developer may apply to the Authority and DBI for an amendment to Construction Documents consistent with the Applicable Regulations. All proposed amendments to the Construction Documents shall be reviewed and considered by DBI in the manner and to the extent set forth in Section 4.1(a) and (b) hereof, provided that proposed amendments that materially amend the Approved Schematic Design Documents shall be referred to Authority for review and approval under the standards and procedures applicable to Schematic Design Documents set forth in the DRDAP.

(c) Site Permit Process. The DRDAP requires Vertical Developers using the Site Permit Process to submit a Site Permit Application to DBI, with a copy to the Authority's Executive Director. DBI shall not approve the Site Permit Application until Approval of the applicable Schematic Design Application by the Authority Board in accordance with the DRDAP. DBI and the applicant under the Site Permit Application shall agree on an Addendum schedule in accordance with Applicable Regulations, provided, however, that in all events the approved Site Permit Addenda package under an approved Site Permit Application shall include a Design Development Document Addendum, consistent with the requirements of Section 7.3 hereof and Exhibit 2, Section 1.4 of the DRDAP. The Design Development Document Addendum shall be processed in accordance with the review and approval procedures set forth in Section 7.3 of the DRDAP. Each Construction Document Addendum submitted in accordance with the approved Site Permit Addenda package shall be deemed a separate Construction Document Application and each Addendum (other than the Design Development Document Addendum) shall be processed in accordance with the review and approval procedures of Section 4.1 (a) and (b) above applicable to Construction Document Applications.

(d) Authority and City Review of City Applications. Except for Construction Document Applications, which shall be governed by Section 4.1(a), (b) and (c) above, within five (5) days of its determination that a City Application is a Complete Application, City staff shall submit a copy of such Complete City Application to the Authority. Within thirty (30) days of its receipt of a Complete City Application, the Authority will review such City Application and advise the City if the City Application complies and is consistent with the applicable Redevelopment Documents. No City Application will be approved and no City permit will be issued until the Authority has made a favorable compliance and consistency determination. The City shall not deny a City Application to the extent that the City Application is based on an item or element that is required by and consistent with the Redevelopment Documents. The City shall



review and approve or deny each City Application in accordance with the Applicable City Regulations and applicable State and federal law, including the Permit Streamlining Act (Cal. Gov't Code §§ 65920 et seq.), subject to the Development Agreement regarding Applicable Laws.

(e) Authority. The Authority will review and approve each Construction Document Application for consistency with the Redevelopment Requirements before the permit is issued.

## 5. PERMITS TO ENTER ON CITY PROPERTY.

**5.1 Permits Generally.** Subject to the rights of any third party and the City's reasonable agreement on the scope of the proposed work, the City will grant permits to enter on commercially reasonable terms in order to permit Developer to enter onto, investigate, undertake environmental response programs, construct Infrastructure or other Improvements upon, or otherwise use property owned by the City in furtherance of the implementation of the Redevelopment Plan and in accordance with the Redevelopment Documents. Permits will include indemnification and security provisions in keeping with the City's standard practices. Permits to enter will include permits as required to undertake Mitigation Measures in accordance with the Redevelopment Requirements, and permits to enter to construct Infrastructure on, in, or under any street or other right-of-way or land owned by the City, in accordance with the Infrastructure Plan and the other Redevelopment Documents.

## 6. OTHER GOVERNMENTAL AUTHORIZATIONS.

### 6.1 Cooperation by the City; Permit Conditions.

(a) Cooperation to Obtain Permits. Subject to this ICA and the Mitigation Measures, the City will cooperate with the Authority and with reasonable requests by Developer to obtain permits, agreements, or entitlements from any State, federal, regional, or local agency (excluding the Authority or any City Agency) having or claiming jurisdiction over all or portions of the Project Site or aspects of its development (an "**Other Regulatory Approval**"), as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Redevelopment Documents. The City's commitment to Developer under this ICA is subject to the following conditions:

(i) Throughout the permit process for any Other Regulatory Approval, Developer will consult and coordinate with the affected City Agency in Developer's efforts to obtain the permit, and the City will cooperate reasonably with Developer and, if applicable, the Authority, in Developer's efforts to obtain the permit.

(ii) Developer may not agree to conditions or restrictions to any Other Regulatory Approval that could create: (1) any obligations on the part of any City Agency that is required to be a co-applicant or co-permittee, unless the obligation is specifically the City's responsibility under this ICA, the Redevelopment Documents, or the City Approvals; or (2) any restrictions on City property, unless in each instance the affected City Agency has previously approved the conditions or restrictions in writing and in its reasonable discretion.



(b) Costs. Developer will bear all costs associated with applying for and obtaining any necessary Other Regulatory Approval. Developer, at no cost to the City that is not an Authority Cost, will be solely responsible for complying with any and all conditions or restrictions imposed as part of an Other Regulatory Approval for the construction of the Improvements, whether the conditions are on the site of a Major Phase, Sub-Phase, or Lot. Developer will not be responsible for complying with conditions or restrictions required for Vertical Improvements within the Affordable Housing Lots, except for Developer's obligations (i) under the Infrastructure Plan and the Housing Plan, and (ii) to obtain any Other Regulatory Approvals with respect to Mitigation Measures for which it is responsible under the DDA and which have not been assumed by the developer of the applicable Affordable Housing Lot. Developer will have the right to appeal or contest any condition in any manner permitted by law imposed under any Other Regulatory Approval, but only with the prior consent of the affected City Agency if the City is a co-applicant or co-permittee. If Developer can demonstrate to the City's reasonable satisfaction that an appeal would not affect the City's responsibility or liability for any conditions that are or could be the responsibility of any City Agency under the Other Regulatory Approval, the City will not unreasonably withhold or delay its consent. In all other cases, the affected City Agencies will have the right to give or withhold their consent in their sole and absolute discretion. Developer must pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Other Regulatory Approval.

(c) Continuing City Obligations. Certain Other Regulatory Approvals may include conditions that entail maintenance by or other obligations of the permittee or co-permittees that continue after the City accepts the dedication of completed Infrastructure. Upon the City's acceptance of any Infrastructure that has continuing obligations under an Other Regulatory Approval, at Developer's request, the City will take reasonably necessary steps to remove Developer as the named permittee or co-permittee from the Other Regulatory Approval if either: (i) the continuing obligations are designated as the City's responsibility under this ICA, the Redevelopment Documents, or related City Approvals; or (ii) the City otherwise has agreed, in its sole discretion, to accept sole responsibility for the conditions in accordance with this Subsection (c).

## 7. REMEDIES.

### 7.1 *General.*

(a) Notice of Default. If any Party defaults in the performance of this ICA (each an "ICA Default"), the non-defaulting Party may deliver a written notice of default to the other. The notice of default must state with reasonable specificity the nature of the alleged ICA Default, the provision(s) under which the ICA Default is claimed to arise, and the manner in which the ICA Default may be cured.

(b) Meet and Confer. After notice of an ICA Default is delivered, the City and the Authority, together with the applicable Developer Party, will meet promptly to discuss the ICA Default and the manner in which the defaulting Party can cure the same so as to satisfy the noticing Party's concerns. The City, the Authority, and the Developer Party will continue meeting regularly, discussing, investigating, and considering alternatives for up to sixty (60)



days from the delivery of the notice of an ICA Default. After the sixty (60) day meet and confer period, if the noticing Party no longer holds the view that the other Party is in default, the noticing Party will rescind the notice of an ICA Default.

(c) Cure. No later than the end of the sixty (60) day meet and confer period, the defaulting Party must begin to cure the noticed ICA Default, and proceed diligently to cure the ICA Default. If: (i) the defaulting Party does not commence within sixty (60) days after the end of the meet and confer period and diligently pursue a cure, or the ICA Default is not cured within a reasonable time, not to exceed sixty (60) days after the end of the sixty (60) day meet and confer period; or (ii) the defaulting Party refuses to meet and confer regarding the noticed ICA Default, then, subject to Section 10.2, the noticing Party or any affected Developer Party may institute proceedings to obtain a cure and remedy for the ICA Default, including proceedings to compel specific performance by the defaulting Party. Nothing in this Section 10.1(c) requires a Party to postpone instituting an injunctive proceeding if it believes in good faith that postponement will cause it irreparable harm. The Parties acknowledge that termination of this ICA is a remedy only if the Redevelopment Documents terminate, as further provided in this ICA.

(d) Developer's Legal Rights. Subject to Section 10.2, nothing in this ICA limits the Developer Party's rights or remedies under any applicable law governing the application, review, processing, or permitting of Improvements, including the Permit Streamlining Act (Cal. Gov't Code §§ 65920 *et seq.*).

**7.2 No Monetary Damages.** The Parties have determined that monetary damages are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a Party as a result of an ICA Default and that equitable remedies including specific performance but not including damages are the appropriate remedies for enforcement of this ICA. The Parties would not have entered into this ICA if either of them were liable to the other or to any Developer Party for damages under or with respect to this ICA. Consequently, the Parties have agreed that neither Party will be liable in damages to the other, or to any Developer Party, and each Party and Developer Party covenants not to sue for or claim any damages and expressly waives its right to do so: (a) for any ICA Default; or (b) arising from or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this ICA.

**7.3 Attorneys' Fees.** In the event of any dispute or any legal action or other dispute resolution mechanism to enforce or interpret any provision of this ICA, each Party will bear its own attorneys' fees, whether or not one Party prevails.

**7.4 Developer Default.** If a Developer Party commits an Event of Default of its obligations under the applicable DDA or Vertical DDA, including failure to pay Authority Costs (following expiration of any notice and cure periods), any City or Authority obligations under this ICA with respect to the defaulting Developer Party will be suspended and will not be reinstated unless and until the Developer Party cures the Event of Default. For purposes of this ICA, an Event of Default under the DDA will not relieve the City or Authority of any obligation under this ICA that arose before the Event of Default (except with respect to terminated portions of the DDA), or that relates to its obligations under any DDA or Vertical DDA with any non-



defaulting Developer Party. This Section 10.4 does not limit any other Authority rights or remedies under the DDA, or any other City rights or remedies under the Development Agreement, Applicable City Regulations or applicable State or federal laws.

**8. GENERAL PROVISIONS.**

**8.1 Notices.** All notices, requests for consent or approval, and responses to requests under this ICA by either Party to the other must be delivered by hand or by registered or certified mail, postage prepaid, addressed as follows: **[Conform with DDA]**

**8.2 Calendar Days.** All review periods specified in this ICA shall refer to calendar days and not business days unless expressly stated otherwise.

To the Authority:

Treasure Island Development Authority

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Attn: Executive Director

With a copy to:

Office of Economic and Workforce Development  
City and County of San Francisco  
City Hall, Rm. 448  
1 Dr. Carlton B. Goodlett Place, Fourth Floor  
San Francisco, California 94102  
Attn: Director  
Re: TI/YBI ICA

With a copy to:

Office of the Controller  
City and County of San Francisco  
875 Stevenson Street, Room 235  
San Francisco, California 94103  
Attn: Controller  
Re: TI/YBI ICA

And to:

Department of Public Works  
30 Van Ness Avenue, Suite 4200  
San Francisco, California 94102  
Attn: Director  
Re: TI/YBI ICA



And to:

Office of the City Attorney  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 232  
San Francisco, California 94102  
Attn: Real Estate/Finance  
Re: TI/YBI ICA

And copies of all notices to:

Treasure Island Community Development, LLC

Attn: Kofi Bonner / Chris Meany

And to:

Gibson Dunn & Crutcher LLP

Attn:

Every notice given to a Party under this ICA must be in writing and must state (or must be accompanied by a cover letter that states) substantially the following:

(a) the Section of this ICA under which the notice is given and the action or response required, if any;

(b) if applicable, the period of time within which the recipient of the notice must respond;

(c) if appropriate, "Request for Approval under the Interagency Cooperation Agreement"; and

(d) the specific reasons for disapproval or objection, if the notice conveys disapproval or an objection for which reasonableness is required.

Any mailing address may be changed at any time by giving written notice of the change in the manner provided above at least ten (10) days before the effective date of the change. All notices under this ICA will be deemed given, received, made, or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

**8.3 Amendments.** Except as otherwise provided in this ICA, this ICA may be amended or modified only by a written instrument executed by the City and the Authority, with the written consent of Developer Representative, which may not be unreasonably withheld, conditioned, or delayed. The Mayor and the Director of Public Works (or any successor City officer as designated by law) are authorized to consent to any amendment to this ICA after



consultation with the directors or general managers of any affected City Agencies unless the amendment would increase the risk of a negative impact on the City's General Fund, as determined by the Controller; provided, the Mayor cannot make any amendment (i) that affects the SFMTA Infrastructure or the SFMTA-Related Mitigation Measures without the prior approval of the SFMTA, (ii) that affects the SFPUC Infrastructure or the SFPUC-Related Mitigation Measures without the prior approval of the SFPUC, (iii) that relates to DBI's permitting authority and procedures set forth in Section 4 hereunder without the prior approval of DBI, and (iv) that affects the SFPD Infrastructure without the prior approval of the SFPD.

#### **8.4 *Invalidity.***

(a) Invalid Provision. If a final court order finds any provision of this ICA invalid or inapplicable to any Person or circumstance, then the invalid or inapplicable provision will not affect any other provision of this ICA or its application to any other Person or circumstance, and the remaining portions of this ICA will continue in full force and effect.

(b) Countervailing Law. If any applicable State or federal law prevents or precludes compliance with any material provision of this ICA, the Parties agree to modify, amend, or suspend this ICA to the extent necessary to comply with law in a manner that preserves to the greatest extent possible the intended benefits of this ICA to each of the Parties and to Developer.

(c) Right to Terminate. Either Party may terminate this ICA upon written notice to the other Party if this ICA as amended, modified, or suspended under Subsection (a) or (b) would: (i) be unreasonable or grossly inequitable under all of the circumstances or would frustrate its fundamental purposes; or (ii) deprive the City or the Authority of the substantial benefits derived from this ICA or make performance unreasonably difficult or expensive. Following termination, neither Party nor Developer will have any further rights or obligations under this ICA.

**8.5 *Non-Waiver.*** A Party's (or Developer's) delay or failure to exercise any right under this ICA may not be deemed a waiver of that or any other right contained in this ICA.

**8.6 *Successors and Assigns; Third Party Beneficiary.*** This ICA inures to the benefit of and binds the City's and the Authority's respective successors and assigns. Developer (and its Transferees) and Vertical Developers are intended third party beneficiaries of this ICA. Except for Developer (and its Transferees) and Vertical Developers, this ICA is for the exclusive benefit of the Parties and not for the benefit of any other Person and may not be deemed to have conferred any rights, express or implied, upon any other Person.

**8.7 *Consents by Developer Representative.*** Any Developer approvals or consents required under this ICA will be given by the Developer Representative. The attached Developer's Consent is incorporated in this ICA by this reference.

**8.8 *Governing Law.*** This ICA is governed by and must be construed in accordance with the laws of the State of California.



**8.9 Counterparts.** This ICA may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

**8.10 Interpretation of Agreement.**

(a) Exhibit. Whenever an “**Exhibit**” is referenced, it means an attachment to this ICA unless otherwise specifically identified. The following Exhibit is attached to this ICA for reference purposes only:

EXHIBIT A Infrastructure Plan

(b) Captions. Whenever an Article, a Section, a Subsection, or paragraph is referenced in this ICA, it refers to an Article, a Section, a Subsection, or a paragraph of this ICA unless otherwise specifically identified. The captions preceding the Articles and Sections of this ICA have been inserted for convenience of reference only and do not define or limit the scope or intent of any provision of this ICA.

(c) Words of Inclusion. The words “including”, “such as” or words of similar import when following any general term may not be construed to limit the general term to the specific terms that follow, whether or not language of non-limitation is used in the reference. Rather, these terms will be deemed to refer to all other terms that could reasonably fall within the broadest possible scope of the term.

(d) References. Wherever reference is made to any provision, term or matter “in this ICA”, “herein” or “hereof” or words of similar import, the reference will be deemed to refer to any and all provisions of this ICA reasonably related to the provision, term or matter in the context of the reference, unless the reference refers solely to a specific numbered or lettered Section, paragraph, or subdivision of this ICA.

(e) Recitals. If the recitals conflict or are inconsistent with any of the remaining provisions of this ICA, the remaining provisions of this ICA will prevail.

**8.11 Entire Agreement.** This ICA (including the Developer’s Consent and all Exhibits) contains all the representations and the entire agreement between the Parties with respect to the subject matter of this ICA. Any prior correspondence, memoranda, agreements, warranties, or representations relating to such subject matter are superseded in total by this ICA. No prior drafts of this ICA or changes from those drafts to the executed version of this ICA may be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other Person, and no court or other body may consider those drafts in interpreting this ICA.

**8.12 Further Assurances.** The Authority and the City each agree to take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents that may be necessary or appropriate to achieve the purposes of this ICA.

**8.13 Definitions.** The following terms have the meanings given to them below or are defined where indicated.



**“Acquisition and Reimbursement Agreement”** is defined in the Financing Plan.

**“Administrative Fee”** is defined in the Development Agreement.

**“Applicable City Regulations”** is defined in Section 4.1.

**“Authority”** is defined in the introductory paragraph.

**“Authority Applications”** is defined in Recital D.

**“Board of Supervisors”** is defined in Recital A.

**“Building Construction Codes”** is defined in the Redevelopment Plan.

**“Redevelopment Plan”** is defined in Recital A.

**“Redevelopment Plan Area”** is defined in Recital A.

**“CCRL”** is defined in Recital A.

**“CEQA”** is defined in Recital B.

**“CFD Act”** is defined in Recital G.

**“City”** is defined in the introductory paragraph.

**“City Agency”** or **“City Agencies”** means, where appropriate, all City departments, agencies, boards, commissions, and bureaus that execute or consent to this ICA and that have subdivision or other permit, entitlement or approval authority or jurisdiction over any Major Phase, Sub-Phase, or individual Lot in any part of the Project Site, including the City Administrator, DPW, SFMTA, Arts Commission, and SFFD, together with any successor City agency, department, board, commission, or bureau.

**“City Applications”** is defined in Recital D.

**“City Approval”** means any approval by a City Authority of a City Application relating to the Project.

**“Complete Application”** is defined in the DRDAP.

**“TI/YBI Subdivision Code”** is the Treasure Island and Yerba Buena Island Subdivision Code of the City.

**“DBI”** is defined in Section 7.1(a).

**“DDA”** is defined in the introductory paragraph.

**“Design for Development”** is defined in Recital C.



“Developer” is defined in the introductory paragraph.

“Developer’s Consent” means the Developer’s Consent to ICA and Agreement attached to this ICA.

“Developer Party” is defined in the Developer’s Consent to ICA and Owner’s Agreement attached hereto.

“Development Fees and Exactions” is defined in the Development Agreement.

“DPW” is defined in Recital F.

“DRDAP” is defined in Recital D.

“Exhibit” is defined in Section 11.9(a).

“Existing City Regulations” is defined in the Development Agreement.

“Future Changes to Regulations” is defined in the Development Agreement

“ICA” is defined in the introductory paragraph.

“ICA Default” is defined in Section 10.1(a).

“ICA Effective Date” is defined in Section 2.1.

“ICA Term” is defined in Section 2.2.

“Indemnified City Parties” is defined in the Developer’s Consent.

“Indemnify” means indemnify, defend, reimburse, and hold harmless.

“Losses” is defined in the Developer’s Consent.

“Map Act” is defined in Section 5.1.

“Mitigation Measures” is defined in Recital B.

“Other Regulatory Approval” is defined in Section 9.1(a).

“Parties” or “Party” means the Authority or the City, or both, as the context requires.

“Plan Documents” is defined in the DDA.

“Project Applications” is defined in Recital D.

“Redevelopment Documents” is defined in Recital H.

“Redevelopment Plan” is defined in Recital A.



“**Redevelopment Requirements**” is defined in Recital HI.

“**Reference Date**” is defined in the introductory paragraph.

“**SFFD**” means the Fire Department of the City and County of San Francisco.

“**SFFD Consent**” means SFFD’s Consent to Infrastructure Plan and ICA attached to this ICA.

“**SFFD Infrastructure**” is defined in Section 3.4(e)(v).

“**SFMTA**” means the Board of Directors of the Municipal Transportation Agency of the City and County of San Francisco.

“**SFMTA Consent**” means SFMTA’s Consent to Infrastructure Plan and ICA attached to this ICA.

“**SFMTA Infrastructure**” is defined in Section 3.4(e)(iii).

“**SFPUC**” means the Public Utilities Commission of the City and County of San Francisco.

“**SFPUC Consent**” means SFPUC’s Consent to Infrastructure Plan and ICA attached to this ICA.

“**SFPUC Infrastructure**” is defined in Section 3.4(e)(iv).

“**SFPUC-Related Mitigation Measures**” is defined in Section 3.4(e)(iv).

“**Task Force**” is defined in Section 3.4(a)(i).

“**Tax Allocation Agreement**” is defined in Recital G.

“**Transportation-Related Mitigation Measures**” is defined in Section 3.4(e)(iii).

“**Vertical DDA**” means a Vertical Disposition and Development Agreement entered into between Authority and a Vertical Developer, and includes any Vertical LDDA.

“**Vertical LDDA**” means a Vertical Lease Disposition and Development Agreement entered into between Authority and a Vertical Developer.

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This ICA was executed and delivered as of the Reference Date.

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_,  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
Angela Calvillo  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Ben Rosenfield, Controller

By \_\_\_\_\_  
Edwin Lee, City Administrator

By \_\_\_\_\_  
Ed Reiskin, Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

Ordinance Nos. \_\_\_\_\_



TREASURE ISLAND DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_

Executive Director

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
City Attorney

By \_\_\_\_\_

Deputy City Attorney

Authority Resolution No. \_\_\_\_\_



## DEVELOPER'S CONSENT TO ICA AND AGREEMENT

By signing below, Developer, on behalf of itself, its Transferees, and all Vertical Developers, each in their capacity under an applicable DDA or Vertical DDA (each, a "Developer Party"), acknowledges that the Developer Parties are intended third-party beneficiaries of the Interagency Cooperation Agreement (Treasure Island/Yerba Buena Island) dated for reference purposes as of \_\_\_\_\_ (the "ICA"), to which this Developer's Consent to ICA and Agreement (this "Developer's Consent") is attached and incorporated. Capitalized terms used but not otherwise defined in this Developer's Consent shall have the meanings for such terms set forth in the ICA. By recording the DDA and the ICA, the Parties acknowledge and agree that the ICA and this Developer's Consent shall apply to, and burden and benefit, the Authority and the Developer Parties whether or not this ICA or Developer's Consent is specifically referenced in any Assignment and Assumption Agreement.

1. **Consent and Agreement.** On behalf of the Developer Parties, Developer (i) consents to the ICA, understanding that the City and the Authority have entered into it for the express benefit of the City, the Authority, and the Developer Parties; and (ii) agrees that the ICA and this Developer's Consent will be binding on the Developer Parties and agrees to cause each of the other Developer Parties to accept the ICA and this Developer's Consent as a condition to any Transfer.

2. **Indemnity.**

(a) **Indemnified Losses.** In addition to Developer's indemnities in the DDA and the Development Agreement, each Developer Party shall Indemnify the City, the Authority, and each of the City Agencies, together with their respective commissioners, directors, officers, employees, agents, successors, and assigns (collectively, the "Indemnified City Parties"), from and against any and all claims, demands, losses, liabilities, damages (including consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments, and awards and costs (including reasonable attorneys' fees and costs and consultants' fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise (including the reasonable costs of complying with any judgments, settlements, consent decrees, stipulated judgments, or other partial or complete terminations of any actions or proceedings that require any of the Indemnified City Parties to take any action) (collectively, "Losses") arising from or in connection with:

(i) the failure of Infrastructure or other Improvements constructed by such Developer Party to comply at the time of construction with any of the Applicable City Regulations or any applicable State or federal laws or regulations (except for obligations the City accepts under ICA Section 6.1(c)), including those related to disabled access;

(ii) the death of any Person, or any accident, injury, loss, or damage caused to any Person or to any Person's property in the Project Site (except any Public Property on which the Developer Party has not constructed Improvements) and that is directly or indirectly caused by the negligent act or omission of the Developer Party or its agents, servants, employees, or contractors;



(iii) the failure by the Developer Party to obtain an Other Regulatory Approval when needed, or to comply with (1) any Other Regulatory Approval obtained by such Developer Party or to which such Developer Party is subject or (2) the final decree on any appeal or contest of any conditions of any such Other Regulatory Approval;

(iv) any dispute between such Developer Party and any other Developer Party regarding their respective rights or obligations vis-à-vis one another; and

(v) any dispute under third-party contracts or agreements entered into by such Developer Party in connection with its performance under the DDA (except obligations of such Developer Party's tenants to the Authority or any City Authority).

(b) Exclusions. The indemnification obligation under Subsection (a) excludes Losses to the extent:

(i) directly or indirectly caused by the negligent or willful act or omission of an Indemnified City Party;

(ii) caused by the gross negligence or other actionable misconduct of any City Agency acting (or failing to act) in its governmental capacity in the exercise of its police power;

(iii) caused by the failure of any conditions either: (1) that are the City's responsibility under the ICA, the Redevelopment Documents, or under City Approvals; or (2) for which the City otherwise in its sole discretion has agreed to accept responsibility as provided in ICA Section 6.1(c);

(iv) arising from any Other Regulatory Approvals relating to the construction of Improvements within the Affordable Housing Lots, provided that the indemnity shall include Losses arising from Other Regulatory Approvals relating to the applicable Developer Party's obligations to implement certain Mitigation Measures or to construct Infrastructure for or within the Affordable Housing Lots but only to the extent that such Mitigation Measure or Infrastructure obligations have not been assumed by the applicable developer of the Affordable Housing Lot;

(v) originating after the date the City accepts title to any Infrastructure in accordance with the Acquisition and Reimbursement Agreement (or otherwise accepts title consistent with the applicable Redevelopment Documents), excluding latent defects and any noncompliance with laws in effect as of the date of the City's acceptance;

(vi) originating from a change in applicable laws that occurs after the date City accepts title to any Infrastructure under the Acquisition and Reimbursement Agreement (or otherwise accepts title consistent with the applicable Redevelopment Documents);

(vii) arising from the City's failure to comply with the conditions of any Other Regulatory Approval either: (1) that are the City's responsibility under the ICA, any other



Redevelopment Documents, or City Approvals; or (2) for which the City otherwise, in its sole discretion, has agreed to accept responsibility as provided in Section 6.1(c) of the ICA; or

(c) Obligation to Defend. Each Developer Party agrees to defend the Indemnified City Parties against any claims that are actually or likely to be within the scope of such Developer Party's indemnity in this Developer's Consent, even if the claims may be groundless, fraudulent, or false. The Indemnified City Parties agree to give prompt notice to the applicable Developer Party with respect to any lawsuit or claim initiated or threatened against the Indemnified City Parties, at the address for notices to the applicable Developer Party set forth in the DDA or its Assignment and Assumption Agreement, and no later than the earlier of: (i) ten (10) days after valid service of process as to any suit; or (ii) fifteen (15) days after receiving written notification of a claim or lawsuit that the Indemnified City Party has reason to believe is likely to give rise to a claim for indemnity under this Developer's Consent. An Indemnified City Party's failure to give the foregoing notice will not affect the Indemnified City Party's rights or the obligations of the applicable Developer Party under this Developer's Consent unless such Developer Party is prejudiced by the lack of notice, and then only to the extent of prejudice. The applicable Developer Party, at its option but subject to the Indemnified City Party's reasonable consent and approval, will be entitled to control the defense, compromise, or settlement of any such matter through counsel of its own choice, but in all cases the Indemnified City Party will be entitled to participate in the defense, compromise, or settlement. To the extent such costs are reasonable and are incurred only to participate as requested or reasonably required in the matter, they shall be deemed to be Authority Costs. If the applicable Developer Party fails to take reasonable and appropriate action to defend, compromise, or settle the lawsuit or claim within a reasonable time following notice from the Indemnified City Party alleging such failure in the Indemnified City Party's reasonable judgment, the Indemnified City Party will have the right to hire counsel at the sole cost of the applicable Developer Party to carry out the defense, compromise, or settlement, which cost will be immediately due and payable to the Indemnified City Party upon receipt by the applicable Developer Party of a properly detailed invoice.

(d) No Effect on Other Indemnities. The agreement to indemnify the Indemnified City Parties in this Developer's Consent is in addition to, and may not be construed to limit or replace, any other obligations or liabilities that any Developer Party may have under the Redevelopment Requirements, at common law, or otherwise. The contractual obligations and indemnities of any Developer Party regarding Hazardous Substances will be governed by the DDA and Permits to Enter, as applicable, and not this Article 2.

(e) Survival. The indemnities contained in this Article 2 will survive any termination or expiration of the ICA as to matters that arise during the ICA Term.

3. Limitations on Liability. Developer, on behalf of itself and the other Developer Parties, understands and agrees that no commissioners, members, officers, agents, or employees of the Authority or the City Agencies (or any of their successors or assigns) will be personally liable to the other or to any other Person, nor will any officers, directors, shareholders, agents, partners, members, or employees of any Developer Party (or of its successors or assigns) be personally liable to the Authority, the City Agencies, or any other Person in the event of any default or breach of the ICA by the Authority or the City Agencies or of this Developer's Consent, as the case may be, or for any amount that may become due or any obligations under



the ICA or this Developer's Consent, provided, that the foregoing shall not release obligations of a Person that otherwise has liability for such obligations, such as (i) the general partner of a partnership that, itself, has liability for the obligation or (ii) the issuer of a Guaranty covering such obligation. Neither the Authority nor the City will be liable to any Developer Party for damages under the ICA for any reason.

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This Developer's Consent was executed and delivered as of \_\_\_\_\_, 2011.

**TREASURE ISLAND COMMUNITY  
DEVELOPMENT, LLC.**, a California limited  
liability company

By

Treasure Island Community  
Development, LLC., a California limited  
liability company

By: \_\_\_\_\_

Name: Kofi Bonner

Its: Authorized Representative

By: \_\_\_\_\_

Name: Chris Meany

Its: Authorized Representative







**CONSENT TO INFRASTRUCTURE PLAN AND ICA**  
**San Francisco Municipal Transportation Agency**

The Municipal Transportation Agency of the City and County of San Francisco ("SFMTA") has reviewed the ICA between the City and the Authority related to the Treasure Island/Yerba Buena Island Redevelopment Project, to which this SFMTA Consent to Infrastructure Plan and ICA (this "SFMTA Consent") is attached and incorporated. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the ICA.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the Project Infrastructure Plan, the Transportation Plan, and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to the following, provided that by executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIIIA of the City's Charter:

1. the ICA and the Transportation Plan as they relate to matters under SFMTA jurisdiction, including the SFMTA Infrastructure and the Transportation-Related Mitigation Measures;
2. subject to Developer satisfying SFMTA requirements and the Transportation-Related Mitigation Measures for design, construction, testing, performance, training, documentation, warranties and guarantees, that are consistent with the Applicable City Regulations and applicable State and federal law, SFMTA accepting the transportation-related infrastructure described in the Infrastructure Plan that will be under SFMTA jurisdiction;
3. subject to identification of resources and appropriation of funds, SFMTA procuring, operating, and maintaining transit systems described by the Infrastructure Plan, the Transportation Plan, and the Transportation-Related Mitigation Measures;
4. subject to identification of resources and appropriation of funds, SFMTA satisfying the construction required of the SFMTA by the Infrastructure Plan, the Transportation Plan, and Transportation-Related Mitigation Measures, as applicable, and to the extent practicable given fiscal and operational considerations, cooperating with Developer in phasing any required SFMTA construction; and
5. TITMA collecting and using all on-island parking revenues from in the Project Site only for on-island uses..]



CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through the SAN  
FRANCISCO MUNICIPAL TRANSPORTATION  
AGENCY

By: \_\_\_\_\_  
NATHANIEL P. FORD,  
Executive Director

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

San Francisco Municipal Transportation Agency Resolution No. \_\_\_\_\_  
Approved \_\_\_\_\_.



**CONSENT TO INFRASTRUCTURE PLAN AND ICA  
San Francisco Public Utilities Commission**

The Public Utilities Commission of the City and County of San Francisco (the "SFPUC") has reviewed the ICA to which this Consent to Infrastructure Plan and ICA (this "SFPUC Consent") is attached and incorporated. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the ICA.

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering the Infrastructure Plan and Utility-Related Mitigation Measures at a duly noticed public hearing, consented to:

1. the ICA as it relates to matters under SFPUC jurisdiction, including the SFPUC-Related Infrastructure and the SFPUC-Related Mitigation Measures;
2. subject to Developer satisfying the SFPUC requirements for construction, warranties and guarantees, operations and maintenance manuals, testing, and training that are consistent with the Applicable City Regulations and applicable State and federal law, and meeting the SFPUC-Related Mitigation Measures, the SFPUC accepting and then, subject to appropriation, operating and maintaining SFPUC-Related Infrastructure, as further described in the SFPUC MOA;
3. the terms of the SFPUC MOA, that describes the terms regarding construction, acceptance and operation of an on-site waste water collection and recycled water distribution system including SFPUC's construction of a new recycled water plant on the Project Site)
4. delegating to the SFPUC General Manager or his or her designee any future Approvals of the SFPUC under this ICA, including Approvals of Authority Applications, subject to applicable law including the City's Charter.

By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article XIII B of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through the SAN  
FRANCISCO PUBLIC UTILITY COMMISSION

By: \_\_\_\_\_  
EDWARD HARRINGTON,  
General Manager



APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

San Francisco Public Utility Commission Resolution No.

\_\_\_\_\_ Approved \_\_\_\_\_.



**CONSENT TO INFRASTRUCTURE PLAN AND ICA  
San Francisco Fire Department**

The Fire Chief and the Fire Marshall of the City and County of San Francisco have reviewed the ICA to which this Consent to Infrastructure Plan and ICA (this "SFFD Consent") is attached and incorporated. Except as otherwise defined in this SFFD Consent, initially capitalized terms have the meanings given in the ICA.

By executing this SFFD Consent, the undersigned confirm that, after considering the Infrastructure Plan and Design for Development , they have consented to:

1. the ICA as it relates to matters under SFFD jurisdiction, including the SFFD Infrastructure;
2. the terms of the SFPUC MOA, that describes the terms regarding construction, acceptance and operation of an subject to Developer satisfying the SFFD requirements for construction, warranties and guarantees, operations and maintenance manuals, testing, and training that are consistent with the Applicable City Regulations and applicable State and federal law, the SFFD's acceptance of the SFFD Infrastructure and new Fire Station;
3. subject to the appropriation of funds, the SFFD operating and maintaining the SFFD Infrastructure and new Fire Station; and
5. making any future Approvals of the SFFD under this ICA, including Approvals of Authority Applications, subject to applicable law including the City's Charter.

By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshall not intend to in any way limit the authority of the SFFD as set forth in Section 4.108 and 4.128 of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through  
the SAN FRANCISCO FIRE CHIEF AND  
FIRE MARSHALL

By: \_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
Fire Marshall



APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney



**[CONSENT TO DRDAP, GREEN BUILDING SPECIFICATIONS AND ICA  
San Francisco Department of Building Inspection]**

**[to be inserted]**



**CONSENT TO ICA**  
**San Francisco Arts Commission**

The Arts Commission of the City and County of San Francisco have reviewed the ICA to which this Consent to ICA (this "**Arts Commission Consent**") is attached and incorporated. Except as otherwise defined in this Arts Commission Consent, initially capitalized terms have the meanings given in the ICA.

By executing this Arts Commission Consent, the undersigned confirm that, after considering the Infrastructure Plan and Design for Development, they have consented to:

1. the ICA as it relates to matters under Arts Commission jurisdiction;
5. making any future Approvals of the Arts Commission under this ICA, including Approvals of Authority Applications, subject to applicable law including the City's Charter.

By authorizing this Arts Commission Consent, the Arts Commission does not intend to in any way limit the authority of the Arts Commission as set forth in Section 5.103 and 16.106 of the City's Charter.



**[CONSENT TO DRDAP and ICA  
San Francisco Planning Department**

**K. Interagency Working Group.** The Agency and the Department shall form an Interagency Working Group composed of Department staff assigned pursuant to this Agreement and Agency staff responsible for implementing the Redevelopment Plans ("Working Group"). Members of the Working Group shall communicate on an ongoing basis to ensure the timely, collaborative, and competent review of those Project Applications that are designated for review by the Department pursuant to this Agreement. Each member of the Working Group shall be knowledgeable about the Redevelopment Plan, Design for Development, and provisions of the Planning Code that are applicable pursuant to the Redevelopment Plans.

**L. Cooperation:** The Agency and the Department, do hereby agree to work cooperatively to review Project Applications in accordance with this Agreement to ensure that all Project Applications comply with the Redevelopment Documents and the provisions of the Planning Code that are applicable pursuant to the Redevelopment Plans. Both parties agree to act expeditiously on Project Applications as required and in a manner consistent with the Redevelopment Documents and this Agreement. To achieve these objectives, the parties agree to the following:

- 3.1 To schedule Department and Agency hearings or meetings in a manner so as to facilitate the approval process and to avoid conflicting actions or directions relative to a Project Application;
- 3.2 To inform and educate the staff of both the Department and the Agency of the requirements of this Agreement, the Redevelopment Plans, applicable sections of the Planning Code to the extent expressly provided in the Redevelopment Plans, and other policies and procedures related to the implementation of the Project; and
- 3.3 To continue providing the BVHP community with land use, transportation, urban design, and infrastructure planning services to integrate the Project Site with the surrounding community.

**M. Agency Responsibilities:** The Agency shall assign appropriate staff, including project management staff, design review staff and others, to review and process Project Applications, on a priority basis, in the Project Site.

- 4.1 The Agency shall review and consider, and approve or deny, all Major Phase, Sub-Phase and Vertical Applications for development within the Project Site and maintain final approval over any action that does not require action by the Planning Commission, as defined in this Agreement, the DRDAP, and the Redevelopment Plans. The Agency shall review all



Project Applications and submittals for completeness and consistency with the Redevelopment Documents.

- 4.2 Before the Agency approves any Major Phase Application, Streetscape Master Plan, Schematic Design Documents Application for Open Space, or Schematic Design Documents Application for Vertical Improvements, the Director of the Department (the "**Planning Director**") will have the opportunity to review and comment on the proposed design and plans, but in an advisory capacity only. The Agency will submit each Complete Major Phase Application, Streetscape Master Plan, Complete Schematic Design Documents Application for Open Space, and Complete Schematic Design Documents Application for Vertical Improvements, or applicable portions thereof, to the Planning Director. The Planning Director, or his or her designee, will review each such Complete Major Phase Application and Streetscape Master Plan, or applicable portions thereof, and provide the Department's comments to the Agency within thirty (30) days of receipt by the Planning Director of such Complete Major Phase Application or Streetscape Master Plan. The Planning Director, or his or her designee, will review each Complete Schematic Design Documents Application for Open Space and Complete Schematic Design Documents Application for Vertical Improvements, or applicable portions thereof, and provide the Department's comments to the Agency within forty five (45) days of receipt by the Planning Director of such Complete Schematic Design Documents Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the Department to ensure that design issues are discussed as early in the review process as possible.
- 4.3 The Agency and the Department will cooperate to act consistently with respect to the design of specific office developments on Lots. To the extent a Schematic Design Documents Application includes an office development on a Lot requiring an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), shall be approved by the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. \_\_\_\_\_, the Planning Commission adopted: a) findings that the research and development and office development contemplated by the Redevelopment Plans promotes the public welfare, convenience, and necessity; b) making findings required pursuant to Section 320-325 of the Planning Code; and c) establishing priority, with certain exceptions, for certain of the research and development and office development of the Project over such development elsewhere in the City. The Agency and the Department shall cooperate to act in conformance with this Resolution and the related Redevelopment Plan provisions regarding approval of office development.
- 4.4 When the Agency reviews and considers approvals of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents



Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements within the Project Site, it shall describe any comments and recommendations of the Planning Director in its report to the Agency Commission; provided however, that the Department may present its views of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements to the Agency Commission in a separate report or at a public hearing held by the Agency Commission as part of its review and consideration of the Application.

- 4.5 The Agency shall provide staff to assist the Department with design review of Agency Applications in the Project Site.
- 4.6 Before the expiration of the controls contained within the Redevelopment Plans and Design for Development, the Agency shall provide staff to assist in the review and rezoning of the Project Site to institute long-term mixed use zoning districts in a manner consistent with the Redevelopment Plans and Design for Development in order to provide continuity with zoning and land use controls.
- 4.7 The Agency shall consider amendments to the Design for Development as may be needed to maintain consistency with applicable policies of the Planning Code and with the goals and objectives of the Redevelopment Plans. Subject to Developer's Consent as required under the DDA, the Agency staff shall present to the Planning Commission for its approval proposed amendments to the Design for Development.

**N. Department Responsibilities:** The Department shall assign appropriate staff, including a permit planner, an environmental planner and others as needed, to review and process Project Applications that are referred to the Department under this Agreement, and verify the consistency of the City Application with environmental review completed for the Project or conduct any necessary additional review as required by CEQA.

- 5.1 The Department shall provide staff to assist the Agency with review of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements in an advisory capacity only. The Planning Director, or his or her designee, will review such Complete Major Phase Applications and Streetscape Master Plans, or applicable portions thereof, and provide the Department's comments to the Agency within thirty (30) days of receipt of such Complete Major Phase Application or Streetscape Master Plan by the Planning Director. The Planning Director, or his or her designee, will review each Complete Schematic Design Documents Application for Open Space and Complete Schematic Design



Documents Application for Vertical Improvements, or applicable portions thereof, and provide the Department's comments to the Agency within forty five (45) days of receipt of such Complete Schematic Design Documents Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the Department to ensure that design issues are discussed as early in the review process as possible.

- 5.2 The Agency and the Department will cooperate to act consistently with respect to the design of specific office developments on Lots. Schematic Design Documents Applications, which require findings and an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), shall be approved by the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. \_\_\_\_\_, the Planning Commission adopted: a) findings that the research and development and office development contemplated by the Redevelopment Plans promotes the public welfare, convenience, and necessity; b) making the findings required pursuant to Section 320-325 of the Planning Code; and c) establishing priority, with certain exceptions, for certain of the research and development and office development of the Project over such development elsewhere in the City. The Department agrees to act in conformance with this Resolution and the related Redevelopment Plan provisions regarding approval of office development and to rely to the maximum extent permitted by law upon the findings contained in this Resolution.
- 5.3 Before the expiration of the controls contained within the Redevelopment Plans and Design for Development, the Department shall provide staff to assist in the review and rezoning of the Project Site to institute long-term mixed use zoning districts in a manner consistent with the Redevelopment Plans and Design for Development in order to provide continuity with zoning and land use controls.
- 5.4 To the extent amendments to the Design for Development are proposed by the Agency or Developer, the Department shall review and consider such amendments pursuant to the requirements of the Applicable City Regulations, the applicable Redevelopment Plan, and the applicable Design for Development. Subject to Developer's Consent as required under the DDA, proposed amendments to the Design for Development shall be presented by the Department to the Planning Commission for its approval.
- 5.5 When Department staff presents any item that requires findings and an allocation under Sections 101.1 and 320-325 of the Planning Code to the Planning Commission, it shall describe any comments and recommendations of the Agency staff in its report to the Planning Commission prior to its approval; provided however, that the Agency may present its views of the



item in a separate report or at a public hearing held by the Planning Commission as part of its consideration of the item.

- 5.6 In connection with the certification of the EIR, the adoption of the Mitigation Measures and approval of the Design for Development, the Planning Commission made General Plan findings as required by the City's Charter that the Project, as a whole and in its entirety, is consistent with the General Plan and the Planning Principles set forth in Section 101.1 of the Planning Code (together, the "**General Plan Consistency Finding**"). The General Plan Consistency Finding is intended to support all future approvals by the City, including the Planning Commission or the Department, that are consistent with the Redevelopment Plans and the Design for Development. Thus, to the maximum extent practicable subject to applicable law, the Department shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all discretionary actions related to the Project, including but not limited to subdivision, public infrastructure acceptance, street vacations, and any other Project-related actions requiring General Plan determinations pursuant to State law or the Applicable City Regulations. In the event that the Department is required to make new General Plan consistency findings for a matter relating to the Project, it shall do so expeditiously and use good faith efforts to make or reject such findings within thirty (30) days of the matter being referred to the Department.
- 5.7 The Department, at the request of the Agency, shall initiate any required revisions to the Planning Code required to address changes in the Redevelopment Plans.

**O. Amendments to the Design for Development.** Any amendments to the Design for Development shall be approved by the both the Planning and Agency Commissions as provided in the Redevelopment Plans.

**P. Community Participation.** At the direction of the Agency Executive Director, the Agency staff shall work with the Hunters Point Shipyard Citizens Advisory Committee ("CAC") and the Bayview Hunters Point Project Area Committee ("PAC"), or their successors, to obtain community input and guidance on Streetscape Master Plans, Signage Master Plans, Complete Major Phase Applications and Complete Schematic Design Document Applications for Vertical Improvements and Open Space, and any amendments to the Design for Development, prior to any action by the Agency Commission.

**Q. Amendment.** The Agency and Department hereby reserve the right to amend or supplement this Agreement at any time by mutual consent for any purpose. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, following approval by the Agency Commission and the Planning Commission.



- 8.1 The Executive Director of the Agency and the Director of the Department shall consult with each other on matters arising out of this Agreement from time to time, and specifically with respect to questions regarding the scope of authority delegated hereunder.
- 8.2 Any amendments to this Agreement shall be consistent with DDA, the Redevelopment Plans, and applicable Planning Code sections to the extent provided in the Redevelopment Plans.

**R. Development Fees and Exactions.** During their terms, the applicable Redevelopment Plans will control which Development Fees and Exactions apply to development in the Project Site.

**S. Administrative Fees and Cost Recovery.** Nothing in this Agreement precludes or constrains the Department from charging or collecting any Administrative Fees; provided the Department will not charge or collect amounts greater than the Administrative Fees in effect at the time the Department service is rendered. The DDA requires the Developer to pay or cause to be paid Agency Costs, as defined in the DDA, which includes reimbursement for specified City and Agency costs related to the Project. City Agency costs that are covered by Administrative Fees paid directly by Developer or Vertical Developers to the City Agency are not Agency Costs. The Department shall submit to the Agency quarterly invoices for all Agency Costs incurred by the Department under this Agreement to the Agency for reimbursement under the DDA. To the extent the Department fails to submit such invoices, the Mayor's Office or its designee shall request and gather such billing information and forward the same to the Agency. Any Agency Cost of the Department that is not invoiced to the Agency within twelve (12) months from the date the Agency Cost was incurred shall not be recoverable. The Agency shall submit all invoiced Agency Costs to Developer in accordance with the DDA, and upon receipt of funds from Developer or Vertical Developers for such invoices, the Agency shall promptly forward such invoiced amounts to the Department. "**Administrative Fees**" as used in this Section 10 are defined in the Redevelopment Plans.

[Add provisions to conform with DRDAP]



**[CONSENT TO INFRASTRUCTURE PLAN AND ICA  
San Francisco Arts Commission]**

[Add provisions regarding review times and limits of jurisdiction]



**EXHIBIT A**

**Infrastructure Plan**







**San Francisco, California, Subdivision Code: DIVISION 4:**

**TREASURE ISLAND AND YERBA BUENA ISLAND SUBDIVISION CODE**

**ARTICLE 1: ARTICLE 1: GENERAL PROVISIONS**

SEC. 1700. TITLE.

SEC. 1701. AUTHORITY AND MANDATE.

SEC. 1702. PURPOSES.

SEC. 1703. SCOPE.

SEC. 1704. ENFORCEMENT.

SEC. 1704.1. CERTIFICATE OF COMPLIANCE.

SEC. 1705. SEVERABILITY.

**SEC. 1700. TITLE.**

This Chapter shall be known as the "Subdivision Code of the City and County of San Francisco for Treasure Island and Yerba Buena Island" (hereinafter referred to as this "Code") and applies only to the areas designated in the Redevelopment Plan for the Treasure Island/Yerba Buena Island Redevelopment Project (the "Plan") as the Development Plan Area (hereinafter referred to as the "Treasure Island and Yerba Buena Island Development Plan Area").

**SEC. 1701. AUTHORITY AND MANDATE.**

(a) This Code is adopted pursuant to the Subdivision Map Act of California, Title 7, Division 2 of the Government Code, commencing with Section 66410 (hereinafter referred to as "SMA").

(b) Any amendments to SMA, adopted subsequent to the effective date of this Code, shall not invalidate any provisions of this Code, except to the extent that such amendments are inconsistent with this Code.

(c) Subject to the procedures and requirements for development in the Treasure Island and Yerba Buena Island Development Plan Area set forth in the Plan and Plan Documents, as defined herein, this Code shall govern in relation to all other City Regulations to the extent such regulations are inconsistent. Except as required by the SMA, in the event of any inconsistency or conflict between the provisions of this Code and the Plan, the Plan and Plan Documents shall control. All applications for Tentative Maps, Vesting Tentative Maps, Parcel Maps and Final Maps shall be consistent with the Plan and Plan Documents.



## DRAFT

(d) This Code and the regulations adopted pursuant to this Code shall apply to all subdivisions hereafter made within the Treasure Island and Yerba Buena Island Development Plan Area. This Code shall be effective until the termination of the Plan, including any modifications or extensions thereof. Upon termination of the Plan all the subdivisions in the Treasure Island and Yerba Buena Island Development Plan Area shall be governed by the San Francisco Subdivision Code and applicable regulations unless otherwise specified.

### SEC. 1702. PURPOSES.

(a) This Code is enacted to establish procedures and requirements for the control and approval of subdivision development within the Treasure Island and Yerba Buena Island Development Plan Area of the City and County of San Francisco in accordance with the SMA, the Plan, and Plan Documents.

(b) This Code is enacted to accomplish the following purposes in accordance with the procedures and requirements for the control and approval of development of the Treasure Island and Yerba Buena Island Development Plan Area as set forth in the Plan and Plan Documents:

(1) To provide policies, standards, requirements, and procedures to regulate and control the design and improvement of all subdivisions within the Treasure Island and Yerba Buena Island Development Plan Area, and to ensure that all subdivisions are built to City standards consistent with the Plan and Plan Documents;

(2) To assist in implementing the objectives, policies, and programs of the General Plan by ensuring that all proposed subdivisions, together with the provisions for their design and improvement, are consistent with the General Plan of the City;

(3) To preserve and protect, to the maximum extent possible, the unique and valuable natural resources and amenities of the City's environment, including topographic and geologic features, open space lands, waterfront recreational areas, fish and wildlife habitats, historical and cultural places, and scenic vistas and attractions; and, to maximize the public's access to and enjoyment of such resources and amenities through the dedication or continuance of applicable easements thereto;

(4) To relate land use intensity and population density to street capacity and traffic access, the slope of the natural terrain, and the availability of public facilities and utilities and open space;

(5) To provide lots of sufficient size and appropriate design for the purposes for which they are to be used;

(6) To provide streets of adequate capacity and design for anticipated uses and to ensure maximum safety for pedestrians and vehicles;

(7) To ensure adequate access to each building parcel;

(8) To provide sidewalks, and where needed, pedestrian ways, bicycle paths, hiking paths, and jogging trails for the safety, convenience, and enjoyment of the



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residents of new developments;

(9) To provide adequate systems of water supply, sanitary sewage disposal, storm drainage, street lighting, Transportation Infrastructure, and other utilities needed for the public health, safety and convenience;

(10) To provide adequate sites for public facilities needed to serve the residents of new developments; and,

(11) To ensure that land is subdivided in a manner that will promote the public health, safety, convenience, and general welfare in conformance with the General Plan and the Plan.

### SEC. 1703. SCOPE.

(a) This Code supplements the SMA, prescribing rules, regulations and procedures authorized therein.

(b) The necessity for Tentative Maps, Final Maps and Parcel Maps shall be governed by this Section and the SMA.

(c) For subdivisions creating five or more parcels or units, the following Maps shall be required pursuant to this Code and the SMA.

(1) A Tentative Map and a Final Map shall be required for all such subdivisions except those coming within the exceptions set forth in Section 66426 of the SMA.

(2) A Tentative Map and a Parcel Map shall be required for all subdivisions coming within the exceptions set forth in Section 66426 of the SMA.

(d) For subdivisions creating fewer than five parcels or units, no Tentative Map shall be required except as provided in Section 1733.1(a) for Vesting Tentative Maps and except where the Director deems a Tentative Map would be appropriate and the applicable City Regulations for the subject property would permit development at a density such that the subject property, or any portion thereof, may be resubdivided in a manner which would ultimately permit five or more parcels on the subject property. In all other subdivisions creating fewer than five parcels or units, a Parcel Map containing the information specified by Section 1758 of this Code and the SMA shall be required. Said Parcel Map shall be filed with the Director and recorded according to the procedure set forth in Sections 1758 through 1763 of this Code.

(e) No Tentative Map, Final Map, or Parcel Map shall be required for those specific types of subdivisions exempted by Sections 66412 and 66428 of the SMA; provided, however, that with respect to subdivisions described in Subsection (h) of Section 66412 of the SMA, certification pursuant to the provisions of Section 1397 of the City's Subdivision Code must be obtained.

(f) The Director may waive the requirement of a Parcel Map for any improved or



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unimproved land shown on the latest equalized County assessment roll as contiguous units or parcels where the units or parcels have been subdivided legally and comply with the requirements as to lot width and area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection.

(g) Nothing herein shall preclude the approval and filing of Subdivision Maps for purposes of financing and conveyancing only as provided in Section 1712.1.

### SEC. 1704. ENFORCEMENT.

(a) It is unlawful for any person, firm, corporation, partnership or association to offer or contract to sell, lease, finance, or construct any building for sale, lease or financing on any parcel or parcels of real property for which a Final Map or a Parcel Map is required unless and until a Final Map or Parcel Map in full compliance with the provisions of this Code and the SMA, has been duly recorded in the office of the Recorder of the City and County of San Francisco. This Section does not prohibit an offer or contract to sell, lease, or finance any parcel or parcels of real property where the sale, lease or financing is expressly conditioned upon the filing, approval and recordation of a Final or Parcel Map, where the SMA otherwise allows an offer or contract to sell, lease, or finance, or where the SMA is inapplicable.

(b) All departments, officials and public employees of the City, City Agencies or the agency vested with the duty or authority to approve or issue permits, shall act consistent with the provisions of this Code, the Plan, and the Plan Documents and shall neither approve nor issue any permit or license for use, construction, or purpose in conflict with the provisions of this Code, the Plan and the Plan Documents. Any such permit or license issued in conflict with the provisions of this Code, the Plan and the Plan Documents shall be null and void. No conditions shall be imposed on or in connection with Tentative Maps, Vesting Tentative Maps, Parcel Maps or Final Maps, including improvements plans and Improvement Agreements, that conflict with the Plan and Plan Documents.

(c) Any Subdivider, agent of a Subdivider, successor in interest of a Subdivider, tenant, purchaser, builder, contractor or other person who violates any of the provisions of this Code or any conditions imposed pursuant to this Code, or who knowingly submits incorrect information to endeavor to mislead or misdirect efforts by City Agencies in the administration of this Code, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding \$2,000 or be imprisoned for a period not exceeding six months or be both so fined and imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

(d) The Director shall have the authority to enforce this Code against violations thereof in accordance with Chapter 7, Sections 66499.30 et seq. of the SMA. The City shall not issue a permit or grant any approval necessary to develop any real property which has been divided, or which has resulted from a division, in violation of the provisions of this Code or the SMA if it finds that development of the real property is contrary to the public health, safety or welfare. The authority to deny a permit or approval shall apply whether the Applicant was the owner of the real property at the time of the violation or whether the Applicant is the current



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owner of the real property, with or without actual or constructive knowledge of the violation at the time of the acquisition of interest in the real property. Whenever the City has knowledge that property has been divided in violation of the provisions of the SMA or this Code, the Director shall process a notice of violation and meet and confer with the owner pursuant to SMA Section 66499.36.

### **SEC. 1704.1. CERTIFICATE OF COMPLIANCE.**

(a) Any person owning real property or a vendee of that person pursuant to a contract of sale of the real property, may request the Director to determine whether the real property complies with the provisions of this Code and the SMA. The Director shall forward the request to the City Attorney for review.

(b) Upon making a determination of compliance, the Director shall, in accordance with Section 66499.35 of the SMA, cause a certificate or conditional certificate of compliance to be filed for record with the County Recorder. The certificate of compliance shall identify the real property and shall state that the division of land complies with applicable provisions of this Code and the SMA.

(c) A recorded Final or Parcel Map shall constitute a certificate of compliance with respect to the parcels of real property described therein.

(d) If the Director determines that the real property does not comply with the provisions of this Code or the SMA the Director shall issue a conditional certificate of compliance. In issuing a conditional certificate of compliance the Director may impose such conditions (including but not limited to filing an application for a corrected Tentative, Final or Parcel Map) as would have been applicable to the division of the property at the time the Applicant acquired his or her interest therein, and which had been established at such time by this Code or the SMA. Where the Applicant was the owner of record at the time of the initial violation of the provisions of this Code or of the Subdivision Regulations enacted pursuant thereto who by a grant of real property created a parcel or parcels in violation of this Code or the SMA, and that person is the current owner of record of one or more of the parcels which were created as a result of the grant in violation of this Code or the SMA, then the Director may impose any conditions which would have been applicable to a current division of the property.

### **SEC. 1705. SEVERABILITY.**

(a) If any Article, Section, subsection, paragraph, sentence, clause or phrase of this Code, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, or other competent agency, such decisions shall not affect the validity or effectiveness of the remaining portions of this Code or any part thereof. The Board of Supervisors hereby declares that it would have passed each Article, Section, subsection, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more Articles, Sections, subsections, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

(b) If the application of any provision or provisions of this Code to any person, property or circumstances is found to be unconstitutional, invalid or ineffective in whole or in



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part by any court of competent jurisdiction, or other competent agency, the effect of such decision shall be limited to the person, property or circumstances immediately involved in the controversy and the application of any such provisions to other persons, properties and circumstances shall not be affected.

(c) This Section shall apply to this Code as it now exists and as it may exist in the future, including all modifications thereof and additions and amendments thereto.

### ARTICLE 2: DEFINITIONS

#### SEC. 1706. GENERAL.

#### SEC. 1707. TERMINOLOGY.

#### SEC. 1706. GENERAL.

Officials and agencies referred to in this Code and in the SMA are officials and agencies of the City and County of San Francisco and TIDA, unless the contrary is either stated or implied. Capitalized terms unless separately defined in this Code have the meanings and content set forth in the Plan and Plan Documents.

#### SEC. 1707. TERMINOLOGY

- (a) "Advisory Agency" means the Director of the City Department of Public Works.
- (b) "Application Packet" shall mean the Tentative Map together with all documents, statements and other materials that are required as attachments thereto.
- (c) "Bureau of Engineering" means the City Bureau of Engineering of the Department of Public Works.
- (d) "City Agencies" means the City and, where appropriate, all city departments, agencies, boards, commissions, and bureaus with subdivision or other permit, entitlement, review or approval authority or jurisdiction over any major phase or project in the Treasure Island and Yerba Buena Island Development Plan Area or any portion thereof.
- (e) "City Regulations" shall mean ordinances, resolutions, initiatives, rules, regulations, and other official City and TIDA policies applicable to and governing the overall design, construction, fees, use, or other aspects of development within the Treasure Island and Yerba Buena Island Development Plan Area to the extent applicable pursuant to the Plan.
- (f) "City" means the City and County of San Francisco.
- (g) "Clerk" means the Clerk of the Board of Supervisors for the City.
- (h) "Code" means this Treasure Island and Yerba Buena Island Subdivision Code.



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(i) "County Surveyor," "County Engineer" and "City Engineer" mean the Director and his or her staff.

(j) "County," "City," "City and County," "Municipality" and "Local Agency" mean the City and County of San Francisco.

(k) "Department of Building Inspection" and "DBI" mean the City Department of Building Inspection.

(l) "Department of Public Works" means the City Department of Public Works.

(m) "Development Agreement" means that certain Development Agreement between the City and County of San Francisco and Treasure Island Community Development, LLC Relative to the Redevelopment of Naval Station Treasure Island, dated as of \_\_\_\_\_, as it may be amended from time to time.

(n) "Disposition and Development Agreement" means that certain Disposition and Development Agreement between the City and County of San Francisco and Treasure Island Community Development, LLC Relative to the Redevelopment of Naval Station Treasure Island, dated as of \_\_\_\_\_, as it may be amended from time to time.

(o) "Director" means the Director of the City Department of Public Works.

(p) "Final Map" shall mean a map prepared in accordance with Chapter 2, Article 2 of the SMA and this Code, which map is designed to be placed on record in the office of the Recorder.

(q) "Governing Body," "Legislative Body" and "Board" mean the City Board of Supervisors.

(r) "Government Agencies" means State, federal, regional or local governmental agencies, other than City Agencies, having or claiming jurisdiction over all or portions of the Treasure Island and Yerba Buena Island Development Plan Area or aspects of its development.

(s) "Improvement Plan" shall mean an engineering plan or a set of engineering plans showing the location and construction details of improvements.

(t) "Parcel Map" shall mean a map prepared in accordance with Chapter 2, Article 3 of the SMA and this Code, which map is designed to be placed on record in the office of the Recorder.

(u) "Plan Documents" means the Plan and its implementing documents, including without limitation, the City Regulations, this Code and the Subdivision Regulations adopted hereunder, the Development Agreement, Disposition and Development Agreements, owner participation agreements, and the design for development.

(v) "Plan" means the Redevelopment Plan for the Treasure Island/Yerba Buena Island Redevelopment Project.



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- (w) "Planning Department" means the City Department of Planning.
- (x) "Planning Director" shall mean the City Director of Planning.
- (y) "Public Improvement" means all improvements required pursuant to Article 5 of this Code, the Plan and Plan Documents, and any additional improvements for the benefit of the public required as a condition of approval of a Tentative Map, consistent with the Plan and Plan Documents.
- (z) "Standard Specifications" shall mean the 1986 Standard Plans and 1987 Standard Specifications of the Department of Public Works, Bureau of Engineering, including any modifications thereof as set forth in the Subdivision Regulations.
- (aa) "Subdivider" or "Applicant" shall mean the owner of real property, or the owner's authorized agent or representative, who applies for, or obtains, approval to subdivide such real property.
  - (bb) "Subdivision" shall mean, in accordance with Government Code Section 66424 and subject to the exclusions described in the SMA, including Government Code Section 66412, the division of any improved or unimproved land, shown on the latest equalized County assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easements or railroad rights-of-way. Subdivision includes a condominium project, as defined in Section 1351(f) of the California Civil Code or a community apartment project, as defined in Section 1351(d) of the California Civil Code. Any conveyance of land to a governmental agency, public entity, public utility or subsidiary of a public utility for rights-of-way shall not be considered a division of land for purposes of computing the number of lots. Subdivision does not include a lot line adjustment.
  - (cc) "Subdivision Code" means the City's Subdivision Code.
  - (dd) "Subdivision Regulations" means regulations adopted by the Department of Public Works pursuant to Section 1711 hereof, as needed to implement and supplement this Code in accordance with the SMA, this Code, and the Plan.
  - (ee) "Tentative Map" shall mean a map made for the purpose of showing the design of a proposed subdivision and the existing conditions in and around it; such a map need not be based upon an accurate or detailed final survey of the property.
  - (ff) "TIDA" means the Treasure Island Development Authority, acting by and through its Executive Director, unless expressly stated otherwise.
  - (gg) "Transportation Infrastructure" shall mean all improvements and technology necessary for the provision and maintenance of transportation and public transit services that are under the jurisdiction of the San Francisco Municipal Transportation Agency ("SFMTA"), including but not limited to: vehicular traffic and transit signaling and signs; pedestrian traffic controls; overhead traction power cabling and supports, street lighting supports; wayside control and communication systems and devices; electrical substations, junction boxes, underground



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conduits and duct banks; transit stops; street and curb striping; and parking meters and other parking control devices. All elements of Transportation Infrastructure are Public Improvements.

(hh) "Treasure Island and Yerba Buena Island Development Plan Area" means all of the Development Plan Area as described in the Plan.

(ii) "Vertical Disposition and Development Agreement" shall mean any Vertical Disposition and Development Agreement entered into pursuant to the Disposition and Development Agreement.

(jj) "Vesting Tentative Map" shall mean a tentative map which has been filed, processed and approved in accordance with the Vesting Tentative Map Statute, Government Code Section 66498.1 et seq., and this Code and which shall have at the time of filing printed conspicuously on its face the words "Vesting Tentative Map."

### ARTICLE 3: GENERAL PROCEDURAL PROVISIONS

SEC. 1710. ADVISORY AGENCY.

SEC. 1711. SUBDIVISION REGULATIONS.

SEC. 1712. EXCEPTIONS.

SEC. 1712.1. CONVEYANCING OR FINANCE MAPS.

SEC. 1712.2. LOT LINE ADJUSTMENTS.

SEC. 1713. NOTICE AND HEARING.

SEC. 1714. APPEALS.

SEC. 1715. FEES.

**SEC. 1710. ADVISORY AGENCY.**

(a) The Director is the Advisory Agency for all purposes hereunder and under the SMA.

(b) All maps, plans and reports required by this Code shall be filed with the Director.

**SEC. 1711. SUBDIVISION REGULATIONS.**

(a) The Director, with the assistance of other City Agencies, shall prepare and publish the Treasure Island and Yerba Buena Island Subdivision Regulations ("Subdivision Regulations") needed to implement and supplement this Code in accordance with the SMA, this Code, and the Plan. Subdivision Regulations may be adopted to apply to all or part of the



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Treasure Island and Yerba Buena Island Development Plan Area.

(b) Such Subdivision Regulations shall be adopted or amended by the Director after holding a public hearing. Prior to the decision of the Director to amend or adopt the Subdivision Regulations, TIDA shall find such regulations consistent with the Plan.

### SEC. 1712. EXCEPTIONS.

(a) Upon written application by the Subdivider, the Director, subject to the SMA, may authorize exceptions, waivers or deferrals to any of the requirements set forth in this Code and in the Subdivision Regulations.

(b) Before granting any such exception, waiver, or deferral, in whole or in part, the Director must find:

(1) That the application of certain provisions of this Code or the Subdivision Regulations would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Plan and Plan Documents;

(2) That the granting of the exception, waiver, or deferral will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is situated; and

(3) That the granting of such exception, waiver, or deferral will not be contrary to the Plan.

(c) In granting any such exception, waiver, or deferral, the Director shall designate the conditions under which the exception is granted.

(d) The Director shall not grant any exceptions in violation of the SMA.

(e) The standards and requirements of this Code and the Subdivision Regulations shall, where necessary, be modified by the Director where the Director finds such modifications are necessary to assure conformity to and achievement of the standards and goals of the Plan.

(f) If the Director elects to hold a public hearing with respect to an application for exception, waiver, or deferral, the Director shall give notice not less than 10 days and no more than 15 days prior to the hearing date as provided in Subsection (a) of Section 1713.

### SEC. 1712.1. CONVEYANCING OR FINANCE MAPS.

A Subdivider may file Tentative Maps and Final Maps or Parcel Maps for the purpose of financing and conveyancing only (hereinafter referred to as a "Transfer Map").

(a) When a Subdivider submits a Tentative Map or Parcel Map application for a Transfer Map, the proposed map shall have printed conspicuously on its face "FOR PURPOSES OF FINANCING AND/OR CONVEYANCING ONLY."



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(b) Except as provided in subsection (f) below and unless otherwise required by the SMA, a Transfer Map shall not be subject to any requirement or condition for the provision of Improvement Plans, grading or construction plans, Public Improvements, or any infrastructure, as may be described in the Plan and Plan Documents, that will be provided in connection with subsequent or concurrent City permits, subdivision or parcel maps and Improvement Plans. Except as described above, an Improvement Agreement, as defined herein, shall not be required in connection with a Transfer Map.

(c) The Final or Parcel Map for a Transfer Map shall contain notes, restrictions, references or conditions as approved by the City, which may, among other things, prohibit development on the parcels absent compliance with the Plan and Plan Documents, and all other applicable City Regulations.

(d) No Transfer Map may be approved without TIDA approval.

(e) Approval of a Transfer Map shall not be deemed to permit any development of, or construction on, a parcel.

(f) Multiple Final Maps relating to an approved or conditionally approved Tentative Transfer Map may be filed prior to the expiration of the Tentative Transfer Map if the Subdivider files a notice pursuant to Section 1722(d)(1)(vi) or, after the filing of the Tentative Transfer Map, the Subdivider and Director (after consulting with TIDA) concur in the filing of multiple Final Maps. Subject to the provisions of SMA Section 66463.1 and 66456.1 and all other applicable provisions of this Code, the Director shall grant a Certificate of Approval of multiple Final Maps at the time the Director approves a Tentative Transfer Map so long as the Tentative Transfer Map: (1) applies only to property that is subject to a disposition and development agreement with TIDA that contains an approved phasing plan, land use plan, schedule of performance, and infrastructure plan; and (2) is consistent with such phasing plan, land use plan, schedule of performance, and infrastructure plan. The provisions of Section 1755.1 shall not apply to Tentative Transfer Maps or to multiple Final Maps that are proposed to be recorded based on Tentative Transfer Maps.

(g) The Director may waive certain submittal requirements for Tentative Maps for a Transfer Map application in accordance with Section 1722(c) hereof.

### **SEC. 1712.2. LOT LINE ADJUSTMENTS.**

"Lot line adjustment" shall have the meaning as described in Government Code Section 66412. Applications for lot line adjustments shall be considered by the Director consistent with the provisions of Government Code Section 66412.

### **SEC. 1713. NOTICE AND HEARING.**

(a) The Director shall give notice in the following manner for each application for a Tentative Map or for a Parcel Map for which a Tentative Map is not required, and an application for an exception, waiver, or deferral filed pursuant to Section 1712 if the Director elects to hold a hearing under Section 1712(f).



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(1) Notice of the Director's receipt of an application shall be published in at least one newspaper of general circulation within the City and County of San Francisco.

(2) Notice of the Director's receipt of the application shall be mailed or delivered to each local agency expected to provide or approve water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.

(3) Notice of the Director's receipt of the application shall be mailed or delivered to any person who has filed a written request for notice with the Director's office.

(b) If the Director is required or elects to hold a public hearing with respect to an application, he or she shall give notice not less than 10 days prior to the hearing date as provided in Subsection (a) of this Section, including providing notice to any person that requested a hearing. No public hearing shall be held until after Government Agencies' and City Agencies' comments are received or the time period for receiving such comments has run, whichever occurs first, and the Director has provided a written report in accordance with Section 1729.

(c) All applications for a Tentative Map, or for a Parcel Map for which a Tentative Map is not required, shall include, in addition to all other information required:

(1) A list of the names, assessor's lot and block numbers and mailing addresses of all those shown in the last equalized assessment roll as owning property within 300 feet of the property proposed to be subdivided.

(2) A 300-foot radius map delineating all the properties described in Subsection (c)(1).

(3) One set of stamped envelopes preaddressed to each of the listed property owners, suitable for mailing notice of any hearing or appeal thereon. Blank Department of Public Works envelopes will be furnished to a proposed Subdivider on request. Unused envelopes will be returned to the proposed Subdivider on request.

(d) Any Department of Public Works hearing required or permitted by this Code may, at the discretion of the Director, be held jointly with the Planning Department. The provisions of this Section shall be superseded by those of any amendment to California Government Code Sections 65090 or 65091, or by any provision of the SMA, should the amended provisions require additional notice.

(e) Applications for Tentative and Parcel Maps shall be processed in compliance with the Plan, Plan Documents, and California Government Code Sections 65920 to 65963.1 and any applicable Government Code Section amendments.

### SEC. 1714. APPEALS.

(a) The proposed Subdivider, or any person, may appeal to the Board from a final decision of the Director approving, conditionally approving, or disapproving a Tentative Map, or



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a Parcel Map for which a Tentative Map is not required. Any such appeal must be filed in writing with the Clerk of the Board within 10 days of the date of the decision appealed, and must be accompanied by the fee specified in this Code.

(b) The Director shall mail or deliver to the proposed Subdivider, and any person who owns property within 300 feet of a proposed subdivision, notice of: (1) his or her decision, and the findings in support of such decision, on any Tentative Map, or Parcel Map for which a Tentative Map is not required, and of any conditions which may have been incorporated in a conditional approval; (2) the right to appeal the Director's decision; and (3) the availability for examination of the Director's report.

(c) With respect to appeals under this Section, the Board shall schedule a hearing on the appeal to be held within 30 days after the appeal has been filed, and shall give notice as provided in Sections 1713(a), and to the persons entitled to notice of the Director's decision under Section 1714(b).

### SEC. 1715. FEES.

(a) Fees, payable to the Department of Public Works, shall be charged for checking and processing all maps, plans and reports, including all condominium maps and Parcel Maps, filed under this Code. Said fees shall consist of an initial payment in accordance with the estimated actual cost of checking the maps, plans and reports, together with investigations incidental thereto, and shall be paid before or at the time of filing a Tentative Map or a Parcel Map. Where initial payment is insufficient to compensate the actual cost incurred, an additional sum shall be charged to equal such actual cost. Fees for Parcel Maps, excepting condominium maps, which do not require the filing of a Tentative Map, and which do not involve street dedications or improvements, and for Parcel Map waivers shall be charged for checking and for processing in accordance with the City's Subdivision Code. All such fees for Parcel Maps shall be paid at time of filing. Fees based on the actual cost of processing shall be charged to (1) the person requesting a certificate of compliance for processing and making a determination on the request, (2) the owner of the property who files a petition for initiating reversion to acreage proceedings for processing the petition and (3) the Subdivider for checking, processing and recording an amended map or certificate of correction.

(b) A fee of \$250 shall be charged to the appellant to defray costs of an appeal under Section 1714 of this Code.

(c) Payment of fees charged under this Code does not waive the fee requirements of other ordinances and rules and regulations pursuant thereto.

## ARTICLE 4: TENTATIVE MAPS

SEC. 1720. PRE-FILING CONFERENCE.

SEC. 1721. APPLICATION PACKET.

SEC. 1722. TENTATIVE MAP AND ACCOMPANYING DOCUMENTS.



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SEC. 1724. FILING.

SEC. 1725. REFERRAL TO OTHER AGENCIES.

SEC. 1726. TIME LIMIT FOR AGENCY REVIEW.

SEC. 1727. AGENCY REPORTS.

SEC. 1728. SUBDIVISION CONFERENCE.

SEC. 1729. DIRECTOR'S CONSOLIDATED REPORT.

SEC. 1730. CONDITIONS.

SEC. 1731. ACTION: ADVISORY AGENCY'S DECISION.

SEC. 1732. GENERAL PLAN AND REDEVELOPMENT PLAN CONSISTENCY DETERMINATION.

SEC. 1733. VESTING TENTATIVE MAPS.

SEC. 1733.1. VESTING TENTATIVE MAP.

SEC. 1733.2. VESTING TENTATIVE MAP REQUIREMENTS.

SEC. 1733.3. RIGHTS CONVEYED.

SEC. 1733.4. VESTING TENTATIVE MAP—INCONSISTENCY WITH ORDINANCES AND OTHER STANDARDS.

SEC. 1734. AGENCY REVIEW AND APPROVAL OF SUBDIVISION MAPS.

### **SEC. 1720. PRE-FILING CONFERENCE.**

Prior to filing a Tentative Map, the Subdivider may elect to submit to the Director preliminary maps, plans and other data concerning a proposed subdivision. Within 14 days after the receipt of said material, the Director will hold a conference with the Subdivider, Planning Department and any other interested agencies, including TIDA, to discuss the proposed subdivision. This procedure is optional and does not waive the requirements for filing a Tentative Map.

### **SEC. 1721. APPLICATION PACKET.**

The initial action in connection with the making of any subdivision for which a Tentative Map is required shall be the preparation of the Application Packet. Section 1722, and with respect to Vesting Tentative Maps Sections 1733.1 and 1733.2, of this Code and the Subdivision Regulations adopted thereunder cover the preparation of the component parts of said Application Packet.



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### SEC. 1722. TENTATIVE MAP AND ACCOMPANYING DOCUMENTS.

(a) The Tentative Map shall be prepared by a qualified and duly licensed professional land surveyor or civil engineer.

(b) The Tentative Map shall contain the following data, as appropriate, in sufficient detail to enable the Director and other agencies to evaluate the proposed subdivision:

(1) Title, as required by the Subdivision Regulations;

(2) Explanatory notes, as required by this Code and the Subdivision Regulations; and

(3) Topographic map of the proposed subdivision and adjacent lands showing the existing conditions and the proposed changes, as required by the Subdivision Regulations.

(c) The Tentative Map shall conform to the Subdivision Regulations regarding format and contents. The Director, for Transfer Maps and where otherwise appropriate in accordance with the Subdivision Regulations, may waive or defer Tentative Map requirements or may authorize deletion or reduction of any Tentative Map requirements not required by the SMA on the determination that the Tentative Map contains sufficient information to be evaluated adequately and preparing it in the prescribed form would impose a hardship upon the Subdivider. Where requirements are waived or deferred, appropriate conditions may be included on the Tentative Map for providing such waived or deferred requirements.

(d) The Tentative Map shall be accompanied by the following documents, as provided in the Subdivision Regulations:

(1) **Statement.** A written statement shall contain the following information:

(i) Existing use or uses of the property, including whether or not there are existing tenancies and the conditions and terms thereof;

(ii) Description of the proposed subdivision, including, if known, the number of lots or units, their sizes and intended uses, nature of the development, and the total area of the development represented by each use;

(iii) Any improvements proposed to be constructed or installed including the source of water supply and the sewage disposal proposed, and the tentative schedule for the start and completion thereof;

(iv) Whether the Subdivider intends to file a Final Map or a Parcel Map;

(v) Description of exceptions or waivers that are requested; and

(vi) If the Subdivider plans to file multiple Final Maps on portions of



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the area covered by the Tentative Map, the Subdivider shall submit a written notice to this effect.

(2) **Environmental Evaluation Data.** Data shall be supplied on the appropriate Planning Department forms for an environmental evaluation or in appropriate format when necessary to satisfy requirements for environmental review under the California Environmental Quality Act.

### SEC. 1724. FILING.

(a) The Application Packet, together with the initial fee payment, shall be filed with the Director.

(b) The date of filing shall be the date when a complete Application Packet has been accepted by the Director.

(c) The Director shall determine whether an Application Packet is complete and notify the Subdivider within 30 days of the date of the submittal of the Application Packet. If the Director determines that the Application Packet is not complete, the notice to the Subdivider shall list all of the information necessary to comprise a complete application.

### SEC. 1725. REFERRAL TO OTHER AGENCIES.

Within three working days after a complete Application Packet has been filed with the Director, the Director shall forward copies to TIDA, the Planning Department, the Bureau of Engineering, the Department of Building Inspection, the SFMTA, the Public Utilities Commission, the City Attorney and other appropriate Government Agencies and City Agencies for their review.

### SEC. 1726. TIME LIMIT FOR AGENCY REVIEW.

(a) The time limit for Government Agencies' and City Agencies' review shall be 30 days from the date the Director determines that an Application Packet is complete.

(b) The time limit for Government Agencies' and City Agencies' review may be extended by mutual consent of the Subdivider and the Director.

### SEC. 1727. AGENCY REPORTS.

Each reviewing agency shall report, in writing, to the Director its findings on and recommendation for approval, conditional approval or denial of an Application Packet subject to and in accordance with this Code, the SMA, the Plan and Plan Documents. The Subdivider may request from the Director, and shall be provided with, any or all copies of such findings and recommendations. The Planning Department's report shall include a finding on consistency with the General Plan. TIDA's report shall include a finding of consistency with the Plan and Plan Documents.



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### SEC. 1728. SUBDIVISION CONFERENCE.

No later than five days after expiration of the review time limits set forth in Section 1726, the Director at his or her discretion may hold a subdivision conference to discuss the map application, unless the Subdivider has requested a conference or has filed a notice of intent to file multiple Final Maps, in which case the conference is mandatory. Written notice of such conference shall be sent to the Subdivider, and to all agencies that will be submitting or have already submitted a report on the Application Packet.

### SEC. 1729. DIRECTOR'S CONSOLIDATED REPORT.

(a) Whenever a subdivision conference is held, the Director shall prepare a written report on the findings or recommendations discussed in the conference, attaching thereto copies of the reports from, or comments made at the subdivision conference by, other agencies. A copy of said report shall be sent to each participant in the subdivision conference. Said report shall be prepared by the Director within five working days after the subdivision conference but in no event less than five days prior to any public hearing on the subject map.

(b) Whenever a public hearing is required or the Director elects to hold a public hearing, the Director shall provide to the Subdivider the Director's report or recommended findings and the findings and recommendations received from the reviewing agencies. Said information or report shall be submitted within five working days after expiration of the review time limits. Said information or report shall be made available to the public prior to the public hearing. In the event a subdivision conference is required, a public hearing shall be held after such conference, no earlier than five days following preparation of the Director's report thereon, and within the time periods set forth in the SMA.

### SEC. 1730. CONDITIONS.

(a) Conditions on approval of a Tentative Map, Vesting Tentative Map, or Parcel Map, or Improvement Plans or Improvement Agreement may relate wholly or in part to any improvements or structures required pursuant to the Plan or Plan Documents or which may be constructed within, or associated with, the subdivision, as well as to the subdivision itself.

(b) Subject to Section 1712.1, conditions may be required to be fulfilled before or after such filing of the related Final or Parcel Map. Where such conditions are to be fulfilled after filing of the related Final Map, the Subdivider shall, where appropriate, enter into an Improvement Agreement and furnish security for compliance with those conditions including, but not limited to, security satisfying the requirements of California Government Code Section 66499, pursuant to the provisions of Article 6 and Article 8 of this Division.

(c) No conditions shall be imposed on a Tentative Map, Vesting Tentative Map or Parcel Map or Improvement Plans or Improvement Agreement that are not consistent with, exceed the limitations set forth in, or otherwise conflict with the Plan or Plan Documents.

(d) The provisions of this Code providing for Vesting Tentative Maps do not enlarge, diminish, or alter the types of conditions which may be imposed on a development, nor in any way diminish or alter the City's power to protect against a condition dangerous to the public



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health or safety.

### **SEC. 1731. ACTION: ADVISORY AGENCY'S DECISION.**

(a) Within 50 days after the filing of a complete application for the Tentative Map, unless the time has been extended by mutual consent of the Subdivider and the Director, the Director shall take action on the map application by approving, conditionally approving or disapproving the Tentative Map. If the map is disapproved, the Director shall also state the reasons for disapproval.

(b) Copies of the Director's decision shall be sent to all agencies that submitted reports to the Board and to the public as set forth in Section 1714.

(c) The City shall comply with all time limitations and requirements for processing subdivision maps in the SMA, including, without limitation, those in Government Code Section 66452.4.

### **SEC. 1732. GENERAL PLAN AND REDEVELOPMENT PLAN CONSISTENCY DETERMINATION.**

(a) Whenever a property is to be subdivided, the Planning Department shall report on the question of consistency of the subdivision with the General Plan and TIDA shall report on consistency with the Plan and Plan Documents.

(b) The Director shall approve, conditionally approve, or disapprove the proposed subdivision, consistent with the SMA, subject to any decision on appeal by the Board of Supervisors.

(c) When the Planning Department or TIDA finds, subject to any decision on appeal by the Board of Supervisors, or when the Board of Supervisors finds, that a proposed subdivision will be consistent with the Plan, Plan Documents or General Plan only upon compliance with certain conditions, the Director shall incorporate said conditions in his or her conditional approval of the proposed subdivision.

### **SEC. 1733. VESTING TENTATIVE MAPS.**

#### **SEC. 1733.1. VESTING TENTATIVE MAP.**

(a) Vesting Tentative Transfer Maps.

(1) Whenever a provision of this Code allows for filing of a Transfer Map, the Subdivider may file a Vesting Tentative Transfer Map and Final Map.

(2) Except as otherwise provided in Section 1733.2 and 1733.4 of this Code, a Vesting Tentative Transfer Map shall be subject to the same procedures, requirements, and other Code provisions as a Transfer Map.

(b) Vesting Tentative Maps for Development Purposes.



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(1) Whenever a provision of this Code requires that a Tentative Map or Parcel Map be filed, the Subdivider may file instead a Vesting Tentative Map and Final Map.

(2) Except as otherwise provided in Sections 1733.2 through 1733.4 of this Code, a Vesting Tentative Map shall be subject to the same procedures, requirements and other Code provisions as any other Tentative Map.

### SEC. 1733.2. VESTING TENTATIVE MAP REQUIREMENTS.

(a) Vesting Tentative Transfer Maps. In addition to meeting the requirements otherwise applicable to Transfer Maps, any Subdivider applying for approval of a Vesting Tentative Transfer Map also shall, at the time the Vesting Tentative Transfer Map is filed:

(1) Have printed conspicuously on the face of the map the words "Vesting Tentative Transfer Map."

(2) Have printed conspicuously on the face of the map the words "FOR PURPOSES OF CONVEYANCING, FINANCING, AND/OR VESTING ONLY."

(3) Provide such additional information as required in Section 1333.2 of the City's Subdivision Code; provided, however, that the Director, in his sole discretion, may waive some or all of such requirements to the extent permitted under the SMA.

(b) Vesting Tentative Maps for Development Purposes. In addition to meeting the requirements otherwise applicable to Tentative Maps, any Subdivider applying for approval of a Vesting Tentative Map shall also, at the time a Vesting Tentative Map application is filed:

(1) Have printed conspicuously on the face of the map the words "Vesting Tentative Map."

(2) Provide such additional information as required in Section 1333.2 of the City's Subdivision Code; provided, however, that the Director, in his sole discretion, may waive some or all of such requirements to the extent permitted under the SMA.

### SEC. 1733.3. RIGHTS CONVEYED.

(a) Approval of a Vesting Tentative Transfer Map shall confer a vested right to proceed with future development approvals as set forth in Chapter 4.5 of the SMA, Sections 66498.1 et seq., and so long as the Development Agreement is in effect, also subject to Applicable Regulations and any permitted Future Changes to Regulations as described in the Development Agreement.

(b) Approval of a Vesting Tentative Map shall confer a vested right to proceed with development as set forth in Chapter 4.5 of the SMA, Sections 66498.1 et seq., and so long as the Development Agreement is in effect, also subject to Applicable Regulations and any permitted Future Changes to Regulations as described in the Development Agreement.

(c) The rights referred to in Subsections (a) and (b) shall expire if a Final Map is not



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approved before the expiration of the related Vesting Tentative Transfer Map or Vesting Tentative Map under California Government Code Section 66452.6, as modified by Section 1755 of this Code. If a Final Map is approved, the development rights referred to in Subsection (a) and (b) shall continue during the following period of time.

(1) Two years from the later of (i) the recording of the approved Final Map or (ii) the expiration or earlier termination of the Development Agreement. Where several Final Maps are recorded on various phases of a project covered by a single Vesting Tentative Transfer Map or Vesting Tentative Map, this initial time period shall begin for each when the Final Map for that phase is recorded. Where the City uses more than 30 days to process a completed application for a grading permit or for design or architectural review, or such other period of time as provided in the Plan Documents, this initial time period shall be extended by the processing time, counted from the date the application was completed.

(2) An additional period of not more than one year, if the proposed Subdivider applies for such an extension at any time before the expiration of the period provided in Subsection (c)(1), and if the Department of Public Works determines that such extension will not prejudice the interests of the public or other private parties. If the Department of Public Works does not act on an application for extension within 40 days after receiving it, it shall be deemed disapproved. The proposed Subdivider may appeal by filing a written appeal with the Clerk of the Board of Supervisors not later than 15 days after the disapproval. Any such appeal shall be heard at the time and under the procedural rules then applicable to appeals from denial of Tentative Maps.

(3) If the Subdivider submits a complete building or site permit application before the expiration of the applicable period stated in Subsection (c)(1) or (c)(2), the period during which that application is being processed and the period of the life of any corresponding building or site permit or any extension thereof.

(4) If a Final Map is recorded based upon a Vesting Tentative Transfer Map or a Vesting Tentative Map and the development rights under this Section expire, the Final Map remains in effect without those rights.

### **SEC. 1733.4. VESTING TENTATIVE MAP—INCONSISTENCY WITH ORDINANCES AND OTHER STANDARDS.**

(a) Subsections 1733.1 through 1733.3 relate only to conditions and requirements imposed by the City and do not affect the obligation of a Subdivider to comply with the conditions and requirements of State or federal laws, regulations or policies.

(b) Notwithstanding any other provision of this Code, a property owner or his or her designee may seek approvals or permits for development which depart from the ordinances, policies or standards applicable under Section 1733.3(a) and (b), and the City may grant such approvals or issue such permits to the extent consistent with the Plan and Plan Documents and permitted by otherwise applicable City Regulations.



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### SEC. 1734. TIDA REVIEW AND APPROVAL OF SUBDIVISION MAPS.

(a) Notwithstanding any provision of the Subdivision Code to the contrary, a Tentative Map shall not be deemed finally approved until TIDA, in accordance with the Plan and Plan Documents, reviews and approves the Tentative Map to ensure that it is consistent with the Plan and the Plan Documents. TIDA shall also have the right to review any amendment to the Tentative Map, or a subsequent Tentative Map.

(b) The Applicant shall submit copies of its Application Packet for a Tentative Map, and the Application Packet for an amendment to a Tentative Map or a subsequent Tentative Map, to TIDA when it submits the Application Packet to the Director. TIDA, in accordance with the Plan and Plan Documents, shall approve, disapprove or approve with conditions the Tentative Map, amendment to the Tentative Map, or a subsequent Tentative Map within 30 days following the date the Director determines that the Application Packet is complete, unless such time has been extended pursuant to Section 1726 of the Subdivision Code. TIDA shall deliver the determination to the Director of Public Works in writing, with a copy to the Applicant.

(c) Notwithstanding any provision of the Subdivision Code to the contrary, in accordance with the Plan and Plan Documents, a proposed Final Map or Parcel Map shall not be deemed finally approved for recordation unless and until TIDA reviews and approves or is deemed to have approved the proposed Final Map or Parcel Map. TIDA shall approve the proposed Final Map or Parcel Map if: (i) development of the area covered by the proposed Final Map or Parcel Map is consistent with the Plan and Plan Documents or project approvals issued by TIDA, if any; and (ii) the conditions that were imposed upon approval of the Tentative Map to provide infrastructure improvements consistent with the Plan and Plan Documents have been satisfied or the performance of such conditions is otherwise secured by an Improvement Agreement.

(d) The Applicant shall submit copies of all proposed Final Maps or Parcel Maps to TIDA at the same time such proposed Final Maps or Parcel Maps are filed with the Director. TIDA shall, in accordance with the Plan and Plan Documents, approve, disapprove, or approve with conditions the proposed Final Maps or Parcel Maps within 30 days following receipt of the complete Final Map or Parcel Map from the Applicant, by delivering a determination to the Director of Public Works, with a copy to the Applicant.

### ARTICLE 5: SUBDIVISION REQUIREMENTS

SEC. 1735. PUBLIC FACILITIES.

SEC. 1736. UTILITIES.

SEC. 1737. BEAUTIFICATION.

SEC. 1738. PARKLAND DEDICATION.

SEC. 1739. EASEMENTS.



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### SEC. 1740. MONUMENTS.

### SEC. 1735. PUBLIC FACILITIES.

(a) **General.** Public facilities listed in this Section shall (where provided) meet the design and construction standards in the Plan, Plan Documents and the Subdivision Regulations consistent therewith.

(b) **Streets.**

(1) **Dedicated Public Streets.** A subdivision and each lot, parcel, and unit thereon shall have direct access to a public right-of-way. Title to a new or widened public right-of-way shall be conveyed to the City (or, in the case of public right-of-ways subject to the public trust, to TIDA subject to the City accepting the public right-of-ways for maintenance and liability purposes) by proper deed either prior to approval of the Final Map or as provided in an Improvement Agreement entered into pursuant to Section 1751 of this Code.

(2) **Private Streets.** Easements for government facilities in private streets shall meet the requirements of Section 1739 of this Code.

(c) **Frontage Improvements.** The frontage of each lot shall be improved to the geometric section specified by the Director in accordance with the Plan, Plan Documents, including any streetscape plan approved by TIDA and the street structural section, curbs, sidewalks, planting areas, driveway approaches and transitions in accordance with the Subdivision Regulations.

(d) **Pedestrian Ways.** Pedestrian ways shall be required in accordance with the Plan and Plan Documents.

(e) **Fire Protection.** The Subdivider shall provide for the installation of fire hydrants and other appurtenances and facilities needed for adequate fire protection consistent with the Plan and Plan Documents.

(f) **Street Lighting.** The Subdivider shall provide street lighting facilities along all streets, alleys and pedestrian ways consistent with the Plan and Plan Documents.

(g) **Fencing.** An approved fence may be required on parcels or lots within the subdivision adequate to prevent unauthorized access between the subdivided property and adjacent properties consistent with the Plan and Plan Documents.

(h) **Transportation Infrastructure.** The Subdivider shall provide all Transportation Infrastructure consistent with the Plan and Plan Documents.

(i) **Other Improvements.** Other improvements may be required including, but not limited to, grading, dry utilities, open space parcel improvements, temporary fencing, signs, street lines and markings, street trees and shrubs, street furniture, landscaping, monuments, bicycle facilities, and smoke detectors, or fees in lieu of any of the foregoing, as determined by



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the Director in accordance with this Code, but only to the extent consistent with the Plan, Plan Documents, and the General Plan.

### **SEC. 1736. UTILITIES.**

(a) The Subdivider shall provide or cause to be provided a water system, connected to the San Francisco Public Utilities Commission's water distribution system as well as all other required public facilities as set forth in the Plan and Plan Documents. The Subdivider shall also provide or cause to be provided electric, gas and communication services connected to the appropriate public utility's distribution system. The Subdivider shall provide or cause to be provided sanitary, drainage and recycled water facilities consistent with the Plan and Plan Documents, which facilities, when connected to City facilities, will serve adequately all lots, dedicated areas and all other areas comprising the subdivision.

### **SEC. 1737. BEAUTIFICATION.**

(a) **Undergrounding of Utilities.** All new permanent utility lines shall be undergrounded as specified in Article 18 of the Public Works Code.

(b) **Street Trees and Landscaping.** Trees planted along a public street, within the right-of-way, and all landscaping within said right-of-way shall conform to the requirements of the Plan, Plan Documents and Article 16 of the Public Works Code to the extent that Article 16 is consistent with the Plan and Plan Documents. In the case of all newly constructed subdivisions, the Subdivider shall provide street trees and landscaping conforming to the policies of the General Plan, the Plan and Plan Documents. Provisions shall be made for maintenance of said trees.

(c) **Open Areas on Private Property.** When required pursuant to the Plan and Plan Documents, the Subdivider shall provide for the landscaping of open areas on private property and provision shall be made for the maintenance thereof. Such open areas shall be restricted to such uses in accordance with the Plan and Plan Documents.

### **SEC. 1738. PARKLAND DEDICATION.**

Park and open space improvements and dedications shall be provided as required by the Plan and Plan Documents, and in conformance with the standards set forth therein and subject to the approval of the Director.

### **SEC. 1739. EASEMENTS.**

Easements for City utilities and City facilities, such as sanitary and drainage facilities, fire protection facilities and City-owned street lighting facilities shall be for the use of such governmental facilities, with the right of immediate access to the utilities and facilities by the City.



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## SEC. 1740. MONUMENTS.

(a) The location and installation of survey monuments shall conform to the standards in the Subdivision Regulations. When such monuments are "tied" to the City or State monuments, for which coordinates of the California Coordinate System are available, the corresponding coordinates for such monuments shall be determined and recorded.

(b) The location of survey monuments shall be shown on the Final Map. In the event all survey monuments are not installed prior to filing of the Final Map or Parcel Map a monument bond shall be filed at that time.

## ARTICLE 6: IMPROVEMENT REQUIREMENTS

### SEC. 1745. GENERAL.

### SEC. 1746. IMPROVEMENT PLANS.

### SEC. 1747. CONSTRUCTION.

### SEC. 1748. FAILURE TO COMPLETE IMPROVEMENTS WITHIN AGREED TIME.

### SEC. 1749. INSPECTION AND TESTING FEES.

### SEC. 1749.1. REVISION TO APPROVED PLANS.

### SEC. 1751. IMPROVEMENT AGREEMENT.

### SEC. 1751.1. COMPLETION OF IMPROVEMENTS.

### SEC. 1751.2. ACCEPTANCE OF IMPROVEMENTS.

### SEC. 1745. GENERAL.

(a) The Subdivider shall provide for the construction and installation of all Public Improvements in the subdivision in accordance with the Plan and Plan Documents.

(b) Except for Transfer Maps that are governed by Sections 1712.1 and 1751.1(c), the Subdivider shall enter into an Improvement Agreement pursuant to Section 1751 whenever required Public Improvements have not been completed prior to the filing of the Final Map.

(c) Notwithstanding any provision of this Code or the Public Works Code to the contrary, a Subdivider or Applicant may request from the Director a street improvement permit to initiate the construction of Public Improvements independent of or as part of the approval of a Transfer Map, Final Map, or Parcel Map. Said permit shall comply with the applicable provisions of this Code, including, but not limited to, Articles 5, 6, and 8 in regard to the submittals, design, review, approval, documentation, construction, security, and acceptance for said Public Improvements, including associated Improvement Plans. Fees for said permits shall be according to the Public Works Code Sections 2.1 et seq. unless modified by the Plan or Plan



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Documents.

### SEC. 1746. IMPROVEMENT PLANS.

(a) Following approval of the Tentative Map and prior to filing of the Final Map, the Subdivider's engineer shall submit grading and construction plans for any required Public Improvements to the Director for approval.

(b) Improvement Plans including grading plans and an erosion control plan, as appropriate, shall be prepared under the direction of a qualified and duly licensed professional civil engineer registered in the State of California.

(c) Improvement Plans shall conform to the Subdivision Regulations regarding format, size and contents.

(d) Any specifications supplementing the Standard Specifications shall be considered a part of the Improvement Plans.

(e) The Improvement Plans shall reflect the Public Improvements required under the Treasure Island and Yerba Buena Infrastructure Plan ("Infrastructure Plan"), as set forth in the Plan and Plan Documents.

(i) The Infrastructure Plan may be amended or modified from time to time consistent with the provisions of the applicable Disposition and Development Agreement and Design Review and Document Approval Procedure attached to the Disposition and Development Agreement. In addition, amendments to the Treasure Island/Yerba Buena Island Infrastructure Plan shall be subject to the prior written approval of the City, acting by and through the Mayor or his or her designees, the Director (or successor City officer as designated by law), and the director of any affected City Agency.

(f) The Director shall act upon and review Improvement Plans within the time periods specified in Section 66456.2 of the SMA. The Director shall send a copy of the Improvement Plans to TIDA for its review. The Director's review of the Improvement Plans shall conform with the Plan and Plan Documents. This time limit may be extended by mutual agreement.

### SEC. 1747. CONSTRUCTION.

(a) No construction of Public Improvements shall commence until Improvement Plans have been approved by the Director and appropriate City permits have been issued. Prior to issuance of any such permits, the City shall obtain temporary construction easements or rights-of-entry from the Subdivider or from third party purchasers from Subdivider to the same extent that Subdivider has retained a temporary construction easement or right-of-entry in the subject property, to the extent necessary to allow the City to complete construction of Public Improvements on private property should the Subdivider fail to do so and to allow for public use, if necessary, prior to City acceptance of such Public Improvements. Also, prior to issuance of any such permits, the City shall obtain an irrevocable offer of dedication of private property in



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fee title from the Subdivider or third parties where said property is designated for use as future public right-of-way in the Plan and Plan Documents. The City, at its option, shall obtain an irrevocable offer of dedication of private property in fee title from Subdivider or third parties where Public Improvements will be constructed on said property. In addition, City also shall obtain from Subdivider an irrevocable offer of dedication of any Public Improvements constructed pursuant to the Plan, Plan Documents, and this Code.

(b) Notwithstanding Administrative Code Chapter 23, the Director of Property is authorized to enter into easements for a term of five (5) years or less for purposes of Subsection (a) above or other purposes associated with construction and use of Public Improvements as set forth in this Code.

(c) Construction of Public Improvements that are to be accepted by the City as Public Improvements or for public maintenance and liability purposes shall be subject to inspection by the Director. The Subdivider is responsible for paying the applicable engineering inspection fee as specified in the Public Works Code.

(d) Any work done by the Subdivider prior to issuance of appropriate City permits or approval of Improvement Plans, including changes thereto, or without the inspection and testing required by the Director is subject to rejection. Such work shall be deemed to have been done at the risk and peril of the Subdivider.

(e) The design and layout of all required improvements, both on-site and off-site, private and public, shall conform to the Plan, Plan Documents, the applicable provisions of City Regulations and Tentative Map conditions consistent therewith.

(f) **Installation of Underground Facilities.** All underground facilities including sanitary and drainage facilities, and duct banks, and excepting survey monuments installed in streets, alleys or pedestrian ways shall be constructed by the Subdivider and inspected and approved by the Director, prior to the surfacing of such street, alley or pedestrian way. Service connections for all underground utilities and sewers shall be laid to such length as will in the Director's opinion obviate disturbing the street, alley, or pedestrian way improvements when service connections are completed to properties in the subdivision.

### **SEC. 1748. FAILURE TO COMPLETE IMPROVEMENTS WITHIN AGREED TIME.**

The Improvement Agreement shall include provisions consistent with the Plan and Plan Documents and this Code regarding extensions of time and remedies when improvements are not completed within the agreed time.

### **SEC. 1749. INSPECTION AND TESTING FEES.**

(a) The actual costs of inspecting the construction of improvements under Section 1747(b) of this Code shall be paid by the Subdivider.

(b) The actual costs of testing the materials incorporated in the improvements under Section 1747(b) of this Code shall be paid by the Subdivider.



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### SEC. 1749.1. REVISION TO APPROVED PLANS.

(a) Requests by the Subdivider for revisions to the approved Improvement Plans shall be submitted in writing to the Director, with a copy to TIDA, and shall be accompanied by drawings showing the proposed revision. The Director shall review and act expeditiously on all such submittals in accordance with Section 1746 hereof. If the revision is acceptable to the Director, and consistent with the Plan, Plan Documents and Tentative Map, the Director shall initial the revised plans. Construction of any proposed revision shall not commence until revised plans have been received and approved by the Director.

### SEC. 1751. IMPROVEMENT AGREEMENT.

(a) **General.** This Section shall only apply to Public Improvements that have not been completed or conditions that have not been fulfilled prior to filing a Parcel or Final Map. An agreement (the "Improvement Agreement") shall be approved by the Director, approved as to form by the City Attorney, and executed by the Director on behalf of the City. The Improvement Agreement shall be consistent with the Plan and Plan Documents and shall provide for:

(1) Construction of all Public Improvements required pursuant to the Plan, Plan Documents, this Code, and conditions imposed on the Tentative Map or Parcel Map consistent therewith, including any required off-site improvements, within the time specified by Section 1751.1;

(2) Satisfaction of conditions precedent to the transfer of title to the City of all land and improvements required to be dedicated to or acquired by the City, if the City elects to defer transfer of title until after the Public Improvements have been completed consistent with the Plan and Plan Documents, including any approved title exceptions as defined therein, which are or shall be specified herein;

(3) Payment of inspection fees in accordance with applicable City Regulations, consistent with the Plan and Plan Documents;

(4) Improvement security as required by Section 1770;

(5) Maintenance and repair of any defects or failures of the required Public Improvements, and to the extent feasible removing their causes, prior to acceptance of the Public Improvements by the City or TIDA;

(6) Release and indemnification of the City from all liability incurred in connection with the construction and design of Public Improvements and payment of all reasonable attorneys' fees that the City may incur because of any legal action or other proceeding arising from the construction, except release and indemnification disallowed under the SMA or any other State or federal law pursuant to the procedures provided in the SMA;

(7) Payment by the Subdivider of all costs and reasonable expenses and fees, including attorneys' fees, incurred in enforcing the obligations of the Improvement Agreement;



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(8) Any other deposits, reimbursements, fees or conditions as required by City Regulations consistent with Plan and Plan Documents, and as may be required by the Director;

(9) Any other provisions required by the City as reasonably necessary to effectuate the purposes and provisions of the SMA and this Code in accordance with the Plan and Plan Documents.

(b) Any Improvement Agreement, contract or act required or authorized by the SMA or this Chapter for which security is required, shall be secured in accordance with Section 66499 et seq. of the SMA and Article 8 of this Division.

### SEC. 1751.1. COMPLETION OF IMPROVEMENTS.

(a) With the exception of Transfer Maps, which are governed by Sections 1712.1 and 1751.1(c) hereof, the Public Improvements for subdivisions of five or more parcels which are not otherwise required to be completed prior to recordation of a Final Map, shall be completed by the Subdivider within the time specified in an Improvement Agreement which is consistent with the Plan and Plan Documents.

(b) With the exception of Transfer Maps, which are governed by Sections 1712.1 and 1751.1(c) hereof, the completion of Public Improvements for subdivisions of four or fewer parcels which are not otherwise required to be completed prior to recordation of a Parcel Map or Final Map may be deferred until a permit or other grant of approval for the development of any parcel within the subdivision is applied for, unless the completion of the Public Improvements is found to be necessary for public health or safety or for the orderly development of the surrounding area, in which case the Improvement Agreement shall specify a time for completion. This finding shall be made by the Director, after consultation with appropriate City Agencies. If any required Public Improvements are not completed at the time of recordation of a Parcel Map or Final Map for four or fewer parcels, an Improvement Agreement is required pursuant to Section 1751. The specified date for completion of the Public Improvements, when required, shall be stated in the Improvement Agreement. Public Improvements shall be completed in accordance with the Improvement Agreement.

(c) No Public Improvements shall be required to be completed in connection with Transfer Maps. For all other subdivisions, only on-site Public Improvements and those off-site Public Improvements necessary to provide connections to the on-site improvements and those Public Improvements required by the Plan or Plan Documents shall be required.

(d) Completion dates may be extended by the Director according to the following procedures:

(1) The Subdivider must request an extension in writing, stating adequate evidence to justify the extension, by letter to the Director. The request shall be made not less than 30 days prior to expiration of the Improvement Agreement. The Director may grant such extensions, subject to the terms of the Improvement Agreement, provided, however, that if TIDA has extended the completion date pursuant to the Plan or Plan Documents, including, without limitation, by reason of Excusable Delay as defined in the



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Disposition and Development Agreement, the Director shall approve the extension, which extension may be subject to conditions set forth in Section 1751.1(d)(2) hereof.

(2) The Director may condition approval of an extension agreement upon the following:

- (i) Revised improvement construction estimates to reflect current improvement costs as approved by the Director;
- (ii) Increase of improvement securities in accordance with revised construction estimates;
- (iii) Inspection fees may be increased to reflect current construction costs but shall not be subject to any decrease or refund; and
- (iv) Conditions that the Director deems necessary to assure the timely completion of Public Improvements.

(3) If authorized by the Director, the Subdivider shall enter into an Improvement Agreement extension ("Extension Agreement") with the City. The Extension Agreement shall be approved by the Director and the City Attorney, and executed by the Director, the Subdivider.

(4) The costs incurred by the City in reviewing and processing the Extension Agreement shall be paid by the Subdivider at actual cost.

(e) Should the Subdivider fail to complete the Public Improvements within the specified time, or correct all deficiencies within the time specified for completion, the City may, by resolution of the Board of Supervisors and at its option, cause any or all uncompleted Public Improvements to be completed and all uncorrected deficiencies to be corrected, and the Subdivider and parties executing the security or securities shall be firmly bound for the payment of all necessary costs.

(f) **As-Built Plans.** Upon completion of the Public Improvements, the Subdivider shall submit to the Director a reproducible set of as-built Improvement Plans.

### SEC. 1751.2. ACCEPTANCE OF IMPROVEMENTS.

(a) **General.** With respect to all subdivisions, when any deficiencies in the required Public Improvements have been corrected, as-built Improvement Plans submitted, and the City Engineer, upon written request from the Subdivider, issues a Notice of Completion, the completed Public Improvements shall be considered by the Director for acceptance.

(b) **Acceptance.** If the Public Improvements have been completed to the satisfaction of the Director and are ready for their intended use, the Director shall provide the Board of Supervisors with a written certificate to that effect, and the Public Improvements shall be accepted by the Board of Supervisors, by ordinance, subject to the provisions of San Francisco Administrative Code Section 1.52. Acceptance of the improvements shall imply only that the



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improvements have been completed satisfactorily, are ready for their intended use, and that Public Improvements have been accepted for public use. Acceptance of any Public Improvement shall not effect a waiver of any rights the City may have as to warranties and construction defects.

### ARTICLE 7: FINAL MAPS AND PARCEL MAPS

SEC. 1755. TIME LIMIT FOR SUBMITTAL.

SEC. 1755.1. FINAL MAPS SHOWING ONLY PORTIONS OF TENTATIVE MAP.

SEC. 1756. FINAL MAP.

SEC. 1757. CERTIFICATES AND STATEMENTS ON FINAL MAP.

SEC. 1758. PARCEL MAP.

SEC. 1759. CHECK PRINTS.

SEC. 1760. MAP CHECK.

SEC. 1761. FILING.

SEC. 1762. SUBMITTAL TO BOARD.

SEC. 1763. RECORDATION.

SEC. 1764. CORRECTION AND AMENDMENTS OF MAP.

SEC. 1755. TIME LIMIT FOR SUBMITTAL.

So long as the Development Agreement is in effect, the term of any approved or conditionally approved Tentative Map shall extend for the time set forth in the Development Agreement, and any Final Map or Parcel Map shall be filed with the Director at such time as may be required under the Plan Documents in order for Subdivider to fulfill its obligations under the Disposition and Development Agreement or any Vertical Disposition and Development Agreement. At any time after the expiration or earlier termination of the Development Agreement, a Final Map or Parcel Map shall be filed with the Director within 36 months after the later of (i) approval of the Tentative Map application or preliminary Parcel Map application and (ii) expiration or earlier termination of the Development Agreement, unless, in either case, such time has been extended upon approval of the Tentative Map or pursuant to Government Code Section 66452.6.

SEC. 1755.1. FINAL MAPS SHOWING ONLY PORTIONS OF TENTATIVE MAP.

(a) **General.** Multiple Final Maps relating to an approved or conditionally approved Tentative Map may be filed prior to the expiration of the Tentative Map if, in addition to all



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other requirements of this Code pertaining to Final Maps, a Subdivider files a notice pursuant to Section 1722(d)(1)(vi) or, after filing of the Tentative Map, the Subdivider and Director, after consulting with TIDA, concur in the filing of multiple Final Maps. A Subdivider filing multiple Final Maps must obtain approval of the Director pursuant to Subsection (b) of this Section in order to obtain the certificate required by Section 1757.

(b) The Director shall approve a Final Map which is in compliance with the conditions of the Tentative Map, but which shows only a portion of the Tentative Map, unless any one of the following conditions occurs.

(1) The Director finds:

(i) That it will not be feasible from an engineering standpoint to construct the Public Improvements required for the areas shown on the Final Map or the Final Map is inconsistent with the SMA; or

(ii) That construction of the Public Improvements shown in the proposed Final Map would not provide adequate access to the area shown on the Final Map unless additional street or easement dedications, or Public Improvements as shown on the General Plan or in the Plan or Plan Documents, are provided, or other reasonable conditions, not in conflict with the Plan or Plan Documents, are imposed.

(2) The Director or, in the event of a hearing by TIDA pursuant to Subsection (d) below, TIDA finds that approval of the proposed Final Map would conflict with implementation of the Plan or Plan Documents unless additional street or easement dedications, or Public Improvements as shown on the Tentative Map are provided, or other reasonable conditions, not in conflict with the Plan or Plan Documents, are imposed.

(c) The Director shall make a determination pursuant to Subsection (b) within 40 days following submittal of the Final Map.

(d) If the Director refuses to approve for recording a Final Map showing only a portion of a Tentative Map, the Director shall provide the Applicant with written findings in support of the determination. The Director's refusal to approve a phased Final Map may be appealed to TIDA, and then, if necessary, to the Board, for a determination of whether the phased Final Map is consistent with the SMA, the Tentative Map, the Plan and Plan Documents, provided, however, that any decision by TIDA regarding consistency with the Plan shall be final.

### SEC. 1756. FINAL MAP.

(a) The Final Map shall consist of the title sheets and map sheets.

(b) The title sheets shall contain the following data.

(1) The title, consisting of the name of the subdivision and the location;



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(2) A general description of all the property being subdivided by references to recorded deeds or to recorded maps;

(3) Certificates, affidavits and acknowledgments; and

(4) General information including a key map when there is more than one map sheet.

(c) The map sheets shall contain the following data, in sufficient detail so that the sale, transfer and description of real property may be accomplished by reference to the Final Map and that all Public Improvements, properties and easements may be determined as to location, extent and condition:

(1) Title;

(2) Explanatory and description notes; and

(3) Map.

(d) The Final Map shall conform to the requirements of Chapter 2, Article 2 of the SMA and to the Subdivision Regulations regarding detailed format and contents.

### **SEC. 1757. CERTIFICATES AND STATEMENTS ON FINAL MAP.**

(a) In addition to the certificates required by the SMA, the following certificates shall be on the Final Map.

(1) City Attorney's certificate:

(2) Advisory Agency's certificate;

(3) Certificate of Improvement Agreement. Whenever the conditional approval of the Application Packet includes conditions which are to be met after the recordation of the Final Map, a certificate signed by the Director evidencing that an Improvement Agreement has been entered into between the Subdivider and the City shall be required; and

(4) Certificate of Approval of Multiple Final Maps. Where the Final Map shows only a portion of the Tentative Map, then a certificate signed by the Director pursuant to Section 1755.1 shall be required.

(b) The Director may require other notes, restrictions, references or requirements to be indicated on a Final Map.

### **SEC. 1758. PARCEL MAP.**

(a) The requirements of Subsection (c) of Section 1756 of this Code shall apply to Parcel Maps.



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(b) The Parcel Map shall conform to the requirements of Chapter 2, Article 3 of the SMA and to the Subdivision Regulations regarding detailed format and contents.

(c) The Director may require other notes, restrictions, references or requirements to be indicated on a Parcel Map.

### **SEC. 1759. CHECK PRINTS.**

(a) Prior to filing of the Final Map or Parcel Map, the Subdivider shall submit to the Director.

- (1) Prints of the Final Map sheets or the Parcel Map sheets;
- (2) A preliminary title report,
- (3) Traverse sheets, showing the mathematical closure of the exterior boundaries around the subdivision, of each lot boundary in the subdivision, and of boundaries of easements and of dedicated rights-of-way.
- (4) A written statement indicating how each Tentative Map condition has been satisfied.

### **SEC. 1760. MAP CHECK.**

(a) The Director shall check the prints of the Final Map or the Parcel Map to determine if they substantially conform to the approved Tentative Map, this Code and the SMA.

(b) Within 14 days after submittal, the Director shall return a set of the submitted prints, noting therein any required corrections, to the Subdivider's engineer.

### **SEC. 1761. FILING.**

(a) After the check prints have been approved by the Director, the Subdivider shall file with the Director:

- (1) The Final Map or Parcel Map, corrected to its final form, together with the copies specified in the Subdivision Regulations;
- (2) The bonds or other security and approved Improvement Agreement;
- (3) When applicable, deeds conveying all streets in the subdivision to the City and deeds granting easements for sewers, drains and pedestrian walkways which are not dedicated on the map;
- (4) Evidence of title;
- (5) The recording fee and evidence that all fees required by this Code have been paid; and



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- (6) The corrected preliminary soil report, when required.

### SEC. 1762. SUBMITTAL TO BOARD.

(a) After obtaining the required certificates on the Final Map, or on the Parcel Map when dedications are included therein, the County Surveyor shall submit said map and the other documents to the Director.

(b) After determining that all requirements of the SMA and this Code have been met, the Director shall endorse the Final Map or Parcel Map and file the same, together with the other documents, with the Clerk.

### SEC. 1763. RECORDATION.

(a) After approval of a Final Map or Parcel Map by the Board, the Clerk, or his or her designee, shall file said map with the Recorder.

(b) After signing a Parcel Map, when no dedications are included therein, the Director shall file said map with the Recorder.

(c) No Final Map or Parcel Map for a subdivision governed by this Code shall be recorded unless said Map has been approved by the Director or by the Board as required herein.

### SEC. 1764. CORRECTION AND AMENDMENTS OF MAP.

(a) **Requirements.** After a Final or Parcel Map is recorded in the office of the Recorder, it may be amended administratively, without public hearing, by a Certificate of Correction as to Subparagraphs (1) to (6) below, and by an amending map and public hearing as to Subparagraph (7) below:

- (1) To correct an error in any course or distance shown thereon;
- (2) To show any course or distance that was omitted therefrom;
- (3) To correct an error in the description of the real property shown on the map;
- (4) To indicate monuments set after the death, disability or retirement from practice of the engineer or surveyor charged with responsibility for setting monuments;
- (5) To show the proper location or character of any monument which has been changed in location or character, or originally was shown at the wrong location or incorrectly as to its character;
- (6) To correct any other type of map error or omission as approved by the Director, which does not affect any property right. Errors and omissions may include, but not be limited to, lots and numbers, acreage, street names and identification of adjacent record maps. Error does not include changes in courses or distances from which



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an error is not ascertainable from the data shown on the Final or Parcel Map;

(7) To make modifications when there are changes which make any or all of the conditions of the map no longer appropriate or necessary and when the modifications do not impose any additional burden on the present fee owner of the property, and if the modifications do not alter any right, title or interest in the real property reflected on the recorded map, and the Director finds that the map as modified conforms to the provisions of Section 66474 of the SMA. Such modification shall require an amending map and shall be set for public hearing by the Director according to the procedures established for a hearing on the Tentative Map. The Director shall confine the hearing to consideration of, and action on, the proposed modification.

(b) **Form and Contents.** The amending map or certificate of correction shall be prepared and stamped by a registered civil engineer or licensed land surveyor. The form and contents of the amending map shall conform to the requirements for a Final Map or a Parcel Map as provided in this Code and the SMA. The certificate of corrections shall set forth in detail the corrections made and show the names of the present fee owners of the property affected by the correction.

(c) **Submittal and Approval by Director.** The amending map or certificate of correction, complete as to final form, shall be submitted to the Director for review and approval. The Director shall examine the amending map or certificate of correction, and if the only changes made are those in Subsection (a), this fact shall be certified on the amending map or certificate of correction.

(d) **Filing with Recorder.** The amending map or certificate of correction certified by the Director shall be filed in the office of the Recorder in which the original map was filed. Upon such filing, the Recorder shall index the names of the fee owners and the appropriate subdivision designation shown on the amending map or certificate of correction in the general index and map index respectively. The original map shall be deemed to have been conclusively so corrected, and shall impart constructive notice of all the corrections in the same manner as though upon the original map.

(e) **Fee.** The fee for checking, processing and recording the amended map or certificate of correction shall be as provided in Section 1715.

### ARTICLE 8: SECURITY, BONDS, TAXES

SEC. 1770. SECURITY FOR IMPROVEMENTS.

SEC. 1771. MONUMENT BONDS.

SEC. 1772. PAYMENT OF TAXES AND LIENS.

SEC. 1770. SECURITY FOR IMPROVEMENTS.

(a) The requirements of this Section apply to all Improvement Agreements.



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(b) No Final Map or Parcel Map (other than a Transfer Map) shall be signed by the Director or recorded until all improvement securities required by this Article in the form prescribed by the City pursuant to Government Code Section 66499 et seq., have been received and approved.

(c) A performance bond or other acceptable security as provided in Section 66499 of the Government Code in the amount of not less than one hundred percent (100%) of the estimated cost of completion of the construction, as determined by the Director, or installation of all Public Improvements, as determined by the Director, shall be required of all subdivisions to secure satisfactory performance of those obligations. As a guarantee of payment for the labor, materials, equipment and services required, a payment bond or other acceptable security shall be required for fifty percent (50%) of the estimated cost of completion of unfinished Public Improvements as determined by the Director. For purposes of the preceding sentences, the "estimated cost of completion" shall include all costs of remediating any hazardous materials as necessary to permit completion of the required Public Improvements, unless those costs are otherwise secured as provided in the Plan and Plan Documents.

(d) The security shall be released or reduced upon completion of construction as follows:

(1) The security shall be reduced to 10 percent of the original amount for the purpose of guaranteeing repair of any defect in the improvements which occurs within one year of when: (i) the Public Improvements have been completed to the satisfaction of the Director; and (ii) the Clerk of the Board of Supervisors certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the required Public Improvements have been filed against the City prior to or within a 100-day period following completion of the Public Improvements.

(2) If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the performance security shall only be reduced to an amount equal to the amount of all such claims filed or to 10 percent of the original amount whichever is greater.

(3) The security may be reduced in conjunction with completion of a portion of the Public Improvements to the satisfaction of the Director, to an amount determined by the Director; however, in no event shall the amount of the security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of Public Improvements and any other obligation imposed by the SMA, this Code or the Improvement Agreement; or (ii) below 10 percent of the original amount of the security.

(4) The security shall be released when all of the following have occurred.

(i) One year has passed since the date of acceptance by the Board of Supervisors, or one year has passed since the date that all deficiencies that the Director identifies in the required Public Improvements have been corrected or waived in writing; and



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(ii) If any claims identified in Subsection (d)(1)(ii) have been filed against the City, all such claims have been satisfied or withdrawn, or otherwise secured.

### **SEC. 1771. MONUMENT BONDS.**

As a guarantee of good faith to furnish and install the required survey monuments and to pay the Subdivider's engineer or surveyor for said work, the Subdivider shall furnish a corporate surety bond or other acceptable security for an amount equal to 100 percent of the estimated cost of such work. Such work shall consist of satisfactorily furnishing and installing the said survey monuments and of accurately fixing exact survey points thereon.

### **SEC. 1772. PAYMENT OF TAXES AND LIENS.**

Prior to recordation of a Final Map or Parcel Map, the Subdivider shall comply with all applicable provisions governing taxes and assessments as set forth in Sections 66492, 66493 and 66494 of the SMA and any amendments thereto.







**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC  
RELATIVE TO THE REDEVELOPMENT OF NAVAL STATION TREASURE ISLAND**

THIS DEVELOPMENT AGREEMENT ("Agreement") dated as of \_\_\_\_\_, 2011, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "City"), and Treasure Island Community Development, LLC, a California limited liability company (the "Developer") pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the San Francisco Administrative Code. City and Developer are also sometimes referred to individually as a "Party" and together as the "Parties."

**RECITALS**

This Agreement is made with reference to the following facts, intentions and understandings of the Parties:

a. Determination of Public Benefits. The City has determined that as a result of the development of the Project Site in accordance with this Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. The public benefits are as provided in the Disposition and Development Agreement between the Treasure Island Development Authority (the "Authority"), a public body, corporate and politic of the State of California, and Developer, dated as of \_\_\_\_\_ approved by the Board of Supervisors by Resolution No. \_\_\_\_\_ (the "DDA"). As more particularly set forth in the DDA, the Project facilitates the City's long-term goal of implementing the creation of a new City neighborhood on Treasure Island and Yerba Buena Island that seismically strengthens the development areas of Treasure Island and provide extensive public benefits to the City such as significant amounts of new affordable housing, increased public access and open space, transportation improvements, extensive infrastructure improvements, and recreational and entertainment opportunities, while creating jobs and a vibrant, sustainable community. In particular, the Project provides an innovative transportation program designed to maximize transit usage and opportunities for walking and biking, with a dense mixed-use urban core in close proximity to transit, and provides a model for sustainable development. The Project provides for the creation of approximately 300-acres of public open spaces, including neighborhood parks, sports fields, shoreline parks, wetlands, and urban farm and large areas for passive recreation and native habitat. Among the many public benefits provided, the Project provides more than \$700 Million in infrastructure costs, including Island stabilization and geotechnical improvements, parks and open space, utilities, community facilities, street improvements; including capital improvements and operating subsidies for the transportation program; and an estimated \$ \_\_\_\_\_ for the affordable and transition housing program to allow the production of up to \_\_\_\_\_ new affordable units. In addition, the Project undertakes significant environmental remediation costs to undertake remediation to the necessary level above that required to be performed by the Navy; and includes the rehabilitation and adaptive reuse of historic buildings.



B. Code Authorization. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et. seq.* (the "Development Agreement Statute"), which authorizes the City to enter into a development agreement with any person having legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City has adopted Chapter 56 of the San Francisco Administrative Code establishing procedures and requirements for entering into a development agreement with a private developer pursuant to the Development Agreement Statute.

C. Property Subject to this Agreement. The property that is the subject of this Agreement consists of the real property located on former Naval Station Treasure Island ("NSTI") shown on Exhibit A and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Project Site").

D. Development Proposal; Intent of the Parties.

i. The Authority was created in 1997 to serve as a single-purpose entity responsible for the redevelopment of the Project Site, pursuant to the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Conversion Act"). The Conversion Act also grants to the Authority the complete power, among other things, to administer and control that portion of NSTI consisting of the "Trust Property," as described in the Conversion Act, in conformance with the public trust for commerce, navigation and fisheries (the "Tidelands Trust") and subject to certain restrictions.

ii. The State Legislature authorized an exchange of the Tidelands Trust pursuant to Chapter 543, Statutes of 2004, as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 (the "Exchange Act") in a manner to facilitate the productive reuse of the Islands as well as further the Tidelands Trust and the statutory trust created under the Conversion Act. In furtherance of the Exchange Act, the Authority and the State Lands Commission have negotiated that certain Trust Exchange Agreement for Treasure Island and Yerba Buena Island, ("Exchange Agreement"), setting forth the terms and conditions under which the public trust would be removed from portions of Treasure Island in exchange for portions of Yerba Buena Island not currently subject to the public trust.

iii. Pursuant to the Conversion Act, the Authority has been designated by resolution of the Board of Supervisors of the City and County of San Francisco (the "Board of Supervisors") as the redevelopment agency with jurisdiction and all the rights, powers, privileges, immunities, authorities, and duties granted to redevelopment agencies under the California Community Redevelopment Law (Health and Safety Code sections 33000 *et seq.*) ("CRL") for the purpose of acquiring, using, operating, maintaining, converting and redeveloping the portions of NSTI as described in the Conversion Act.

iv. Pursuant to its authority under the CRL, the Authority has adopted a Redevelopment Plan for the Treasure Island/Yerba Buena Island Redevelopment Project (the "Redevelopment Plan"), which Redevelopment Plan was approved by the Board of Supervisors



concurrently herewith, a Design for Development, and a number of related Plan Documents (as defined below) (collectively, the "Redevelopment Documents").

v. The United States of America, acting by and through the Department of the Navy ("Navy"), and the Authority have entered into an Economic Conveyance Memorandum of Agreement that governs the terms and conditions for the transfer of NSTI from the Navy to the Authority (the "Conveyance Agreement"). Under the Conveyance Agreement, the Navy will convey NSTI to the Authority in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer ("FOST") for specified parcels of NSTI or portions thereof.

vi. On or about June 1, 2003, the Authority and Developer entered into an Exclusive Negotiating Agreement, as subsequently amended, setting forth the terms and conditions under which the Authority and Developer would negotiate (1) the DDA and related conveyance agreements governing the redevelopment of the Project Site, (2) one or more Lease Disposition and Development Agreements (collectively, the "LDDA") and one or more 66-year ground leases (collectively, the "Ground Lease") for certain portions of the Project Site that will remain subject to the Tidelands Trust, and (3) other necessary transaction documents for the conveyance, interim management and redevelopment of the Property (the other documents, the LDDA, the Lease and the DDA are collectively referred to as the "Transaction Documents"), subject to completion of necessary environmental review under the California Environmental Quality Act (Public Resources Code Section 21000 *et. seq.* ("CEQA") and, if applicable, the National Environmental Policy Act of 1969.

vii. Developer and the Authority have negotiated a DDA and related Transaction Documents, approved by the Board of Supervisors concurrently herewith, which Transaction Documents and Redevelopment Documents, administered by the Authority, will govern development of the Project Site. In order to vest Developer's rights under the DDA, Section 12 of the DDA provides that the Authority shall not approve, recommend or forward to the Board of Supervisors or any City Agency for approval any termination of or amendment, supplement, or addition to any component of the Redevelopment Documents except as expressly described therein.

viii. While the DDA binds the Authority and the Developer, other City agencies retain a role in certain Subsequent Approvals to the extent expressly agreed-upon in the DDA and/or as permitted by the City's Charter, the Municipal Code and the CRL, the City, including without limitation, approval of Subdivision Maps, review of certain aspects of Major Phase and Sub Phase applications, issuance of building permits, and acceptance of dedications of infrastructure and public rights of way for maintenance and liability, and approval of art works on City owned property. The procedural role of City Agencies in the approvals process is governed by an Interagency Cooperation Agreement entered into between the Authority, the City and the various City agencies.

ix. In light of the numerous public benefits provided by the Project, City has determined that the Project is a development for which a development agreement is appropriate. A Development Agreement will eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development of the Project consistent with the



Redevelopment Plan. The Parties acknowledge that unless otherwise addressed in the Redevelopment Documents or this Development Agreement, City Regulations may apply to the Project Site to the extent that they do not conflict with the Redevelopment Documents or the Tidelands Trust. Nothing herein is intended to impart jurisdiction on the City for Project Approvals or Subsequent Approvals to the extent inconsistent with the Redevelopment Documents, the Transaction Documents, the Interagency Cooperation Agreement, the Conversion Act or the CRL. However, the provisions of this Agreement are intended to apply to the City to the extent that the City retains any approval authority over the Project Site, the ability to impose new City Regulations or amend the Redevelopment Plan in a manner that could affect the development of the Project Site.

E. Compliance with All Legal Requirements. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in such a way as to fully comply with CEQA, the Development Agreement Statute, the Tidelands Trust, the CRL, Chapter 56 of the San Francisco Administrative Code, the San Francisco Planning Code, the Enacting Ordinance (as hereinafter defined) and all other applicable laws and regulations.

F. Project's Compliance with CEQA. Pursuant to CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code, any significant environmental impacts associated with the Project were described and analyzed, and alternatives and mitigation measures that could avoid or reduce those impacts were discussed in the Final Environmental Impact Report ("FEIR") certified by the Planning Commission and the Authority's Board of Directors on \_\_\_\_\_. [No person appealed the FEIR to the Board of Supervisors as required under Section 31.16 of the San Francisco Administrative Code. The information in the FEIR has been considered by all entities with review and approval authority over this Agreement.]

G. Planning Commission Hearing and Findings. On \_\_\_\_\_, 2011, the Planning Commission held a public hearing on this Agreement, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Commission made the CEQA Findings and adopted the Mitigation Measures, and determined that the Project and this Agreement are, as a whole and taken in their entirety, consistent with the objectives, policies, general land uses and programs specified in the General Plan and the Planning Principles set forth in Section 101.1 of the Planning Code (together, the "General Plan Consistency Findings").

H. Board of Supervisors Hearing and Findings. On \_\_\_\_\_, 2011 the Board, having received the Planning Commission's final recommendation, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

I. Enacting Ordinance. On \_\_\_\_\_, 2011, the Board adopted Ordinance No. \_\_\_\_\_, approving this Agreement and authorizing the Planning Director to execute this Agreement on behalf of the City (the "Enacting Ordinance"). The Enacting Ordinance took effect on \_\_\_\_\_, 2011. The following land use approvals, entitlements, and permits relating to the Project were approved concurrently with this Agreement: the General Plan



amendment (Board of Supervisors Ord. No. \_\_\_\_\_), the Planning Code text amendment (Board of Supervisors Ord. No. \_\_\_\_\_), the Zoning Map amendments (Board of Supervisors Ord. No. \_\_\_\_\_), [others].

## AGREEMENT

### 1. GENERAL PROVISIONS

1.1. Incorporation of Preamble, Recitals and Exhibits. The preamble paragraph, Recitals and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

1.2. Definitions. In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the definition as set forth in the DDA.

1.2.1. "Administrative Code" shall mean the San Francisco Administrative Code.

1.2.2. "Administrative Fee" shall mean (i) a fee imposed City-Wide in effect at the time and payable upon the submission of an application for any permit or approval, which is intended to cover only the estimated actual costs to City or the Authority of processing that application and inspecting work undertaken pursuant to that application, and is not an Exaction; and (ii) amounts payable to the City or the Authority by Developer under the terms of the DDA, LDDA or Ground Lease, or by a Vertical Developer under the terms of a Vertical DDA, to reimburse the City or the Authority for its administrative costs in processing applications for any permits or approvals required under the Redevelopment Documents.

1.2.3. "Agreement" shall mean this Development Agreement.

1.2.4. "Applicable Regulations" means: (1) the Redevelopment Documents; (2) to the extent consistent therewith and not superseded by the Redevelopment Documents or CRL, the Existing City Regulations (which include all provisions of the Building Construction Codes, i.e., the Parties understand and agree that no provision of the Building Construction Codes is inconsistent with or superseded by the Redevelopment Plan); (3) new or changed Development Fees and Exactions to the extent permitted under the Redevelopment Plan; (4) the Mitigation Measures; and (5) the Transaction Documents.

1.2.5. "Board of Supervisors" or "Board" shall mean the Board of Supervisors of the City and County of San Francisco.

1.2.6. "CRL" shall mean California Community Redevelopment Law (Health and Safety Code sections 33000 et seq.).

1.2.7. "City" shall mean the City and County of San Francisco, a municipal corporation. Unless the context or text specifically provides otherwise, references to the City



shall mean the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

1.2.8. "City Regulations" includes (i) those City land use codes (including, without limitation, the Planning Code, the Treasure Island and Yerba Buena Island Subdivision Code, Zoning Maps and the City General Plan), (ii) those ordinances, rules, regulations and official policies adopted thereunder and (iii) all those ordinances, rules, regulations, official policies and plans governing zoning, subdivisions and subdivision design, land use, rate of development, density, building size, public improvements and dedications, construction standards, new construction and use, design standards, permit restrictions, development fees or exactions, terms and conditions of occupancy, or environmental guidelines or review, including those relating to hazardous substances, pertaining to the Project Site, as adopted and amended by the City from time to time.

1.2.9. "City-Wide" shall mean all privately-owned property within (1) the territorial limits of the City or (2) any designated use district or use classification of the City so long as (a) any such use district or use classification includes a substantial amount of affected private property other than affected private property within the Project Site, and (b) the use district or use classification includes all private property within the use district or use classification that receives the general or special benefits of, or causes the burdens that occasion the need for, the new City Regulation or Development Fees or Exactions.

1.2.10. "DDA" shall mean the Disposition and Development Agreement for the Redevelopment of Naval Station Treasure Island between the Authority and Developer, dated as of \_\_\_\_\_ and approved by the Board of Supervisors concurrently herewith, as it may be amended from time to time.

1.2.11. "Development Fees or Exactions" shall mean a monetary or other exaction including in-kind contributions, other than a tax or special assessment or Administrative Fee, which is charged by the Authority or City in connection with any permit, approval, agreement or entitlement for Horizontal Improvements or Vertical Improvements or any requirement for the provision of land for construction of public facilities or Infrastructure or any requirement to provide or contribute to any public amenity or services. Development Fee or Exaction does not include the requirements of, and fees payable under, Building Codes in effect from time to time generally applicable on a City-Wide basis to similar land uses.

1.2.12. "Effective Date" shall have the meaning set forth in Section 1.3.

1.2.13. "Enacting Ordinance" shall have the meaning set forth in Recital I.

1.2.14. "Existing City Regulations" shall mean those City Regulations in effect as of the adoption of the Enacting Ordinance.

1.2.15. "FEIR" shall have the meaning set forth in Recital F.

1.2.16. "Future Changes to Applicable Regulations" shall have the meaning ascribed to it in Section 2.3.1 hereof.



- 1.2.17. "General Plan Consistency Findings" as defined in Recital G above.
- 1.2.18. "Ground Lease" as defined in Recital D.vi above..
- 1.2.19. "Horizontal Improvements" shall mean the Infrastructure and all other Improvements required to be constructed by the Developer under the terms of the DDA.
- 1.2.20. "Improvements" shall mean all Horizontal and Vertical Improvements to be constructed in or for the benefit of the Project Site.
- 1.2.21. "Infrastructure" means those items identified in the Infrastructure Plan attached to the DDA, including open space improvements (including park improvements and restrooms), streets, rails, sewer and storm drainage systems, water systems, street improvements, transportation and transit facilities, public services and community facilities, traffic signal systems, dry utilities and other improvements, any of which are to be constructed in or for the benefit of the Project Site or any other matters described in the Infrastructure Plan, including without limitation, all such work as is necessary to create Developable Lots as defined in the DDA.
- 1.2.22. "LDDA" as defined in Recital D.vi above.
- 1.2.23. "Lot" means a parcel of land within the Project Site that is a legal lot shown on a Subdivision Map.
- 1.2.24. "Mitigation Measures" means the mitigation measures applicable to the Project as set forth in the Mitigation Monitoring and Reporting Program adopted by the Board of Supervisors on \_\_\_\_\_, 2011 by Resolution No. \_\_\_\_\_.
- 1.2.25. "Parties" shall mean Developer and City, and their respective successors under this Agreement.
- 1.2.26. "Plan Documents" means those documents listed on Exhibit attached hereto, as such documents exist as of the Effective Date. Plan Documents include any amendments or revisions thereto effectuated from time to time by the Authority to the extent permitted under the DDA and subject to Section 2.3.3 hereof.
- 1.2.27. "Planning Code" shall mean the San Francisco Planning Code.
- 1.2.28. "Planning Commission" or "Commission" shall mean the Planning Commission of the City and County of San Francisco.
- 1.2.29. "Project" shall mean the development project at the Project Site as described in the DDA, which includes development of all Horizontal and Vertical Improvements.
- 1.2.30. "Project Approvals" shall mean the project approvals listed in Exhibit [C].
- 1.2.31. "Project Site" shall have the meaning set forth in Recital [C].



1.2.32. "Redevelopment Documents" means the Redevelopment Plan, the Plan Documents, and the Design for Development, as they may be amended from time to time.

1.2.33. "School Facilities Impact Fee shall mean the sum payable to the San Francisco Unified School District pursuant to Government Code Section 65995.

1.2.34. "Subsequent Project Approvals" shall mean any additional project approvals required to implement the Project after the initial Project Approvals, including, without limitation, all approvals required under the DRDAP, site permits and building permits and all approvals required by the Treasure Island and Yerba Buena Island Subdivision Code, including all Tentative and Final Transfer Maps, Tentative and Final Vesting Transfer Maps, Tentative and Final Vesting Subdivision Maps, Tentative and Final Subdivision Maps, and Parcel Maps

1.2.35. "Term" shall have the meaning set forth in Section 1.4.

1.2.36. "Transaction Documents" shall have the meaning set forth in Recital [D.d].

1.2.37. "Transportation Management Act" means that certain state legislative act known as the Treasure Island Transportation Management Act (Stats. 2008, Ch. 317).

1.2.38. "Transportation Program" means the comprehensive transportation program for the Project Site, including all capital improvements, transit operations and financing mechanisms as more particularly described in Exhibit \_\_\_ to the DDA.

1.2.39. "Transferee" shall mean any person or entity to which Developer transfers or assigns all or any portion of the Project Site or any interest therein in accordance with the terms of the DDA or LDDA.

1.2.40. "Vertical DDA" means a Disposition and Development Agreement between Developer or Authority and a Vertical Developer that governs the development of Vertical Improvements.

1.2.41. "Vertical Developer" means for a particular Lot or Vertical Improvement, the Person that is a party to the applicable Vertical DDA related thereto.

1.2.42. "Vertical Improvement" means an Improvement to be developed under the DDA or any Vertical DDA or Ground Lease that is not Infrastructure.

1.3. Effective Date. Pursuant to Section 56.14(f) of the Administrative Code, this Agreement shall take effect upon its execution by all Parties following the effective date of the Enacting Ordinance (the "Effective Date").

1.4. Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect thereafter for the same length of time as the term of the DDA so as to accommodate the phased development of the Project, unless earlier



terminated provided herein (the "Term"). Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect.

## 2. APPLICABLE LAW

2.1. Redevelopment Requirements/Existing City Regulations. Except as expressly provided in this Section 2, during the Term, any and all Project Approvals and Subsequent Project Approvals (but only to the extent that the City would otherwise retain jurisdiction over issuing the applicable Project Approvals or Subsequent Project Approvals) shall be processed, considered, reviewed and acted upon in accordance with the Applicable Regulations and any permitted Future Changes to Regulations.

2.2. Amendment of Redevelopment Plan. The City shall not take any action to approve, terminate, amend or supplement any component of the Redevelopment Documents (each an "Amendment Action") unless such Amendment Action has first been approved by the Authority and forwarded to the Board of Supervisors for action, and the City's Amendment Action is in full compliance with Section 12 of the DDA incorporated herein by this reference.

### 2.3. Future Changes to Regulations.

2.3.1. Future changes to Applicable Regulations, City Regulations and any other ordinances, laws, rules, regulations, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("Future Changes to Regulations") shall not apply to the Project and the Project Site to the extent that they would conflict with this Agreement, the Redevelopment Documents, the Transaction Documents, the terms and conditions of the Project Approvals or would otherwise be pre-empted by CRL or the Tidelands Trust as applied to the Project. In the event of such a conflict, the terms of this Agreement, the Redevelopment Documents, the Transaction Documents and the Project Approvals shall prevail. Nothing in this Agreement, however, shall preclude the City from applying Future Changes to Regulations to the Project Site for a development project that is not within the definition of the "Project" under this Agreement. City retains the right to impose Future Changes to Regulations that are not in conflict with this Agreement, the Redevelopment Documents, the Transaction Documents and the Project Approvals.

2.3.2. Without limitation, Future Changes to Regulations shall be deemed to be "in conflict with this Agreement, the Redevelopment Documents, the Transaction Documents and the Project Approvals" if they:

(a) alter or change any land uses, including permitted or conditional uses, of the Project Site from that permitted under this Agreement, the Applicable Regulations and the Project Approvals;

(b) limit or reduce the height or bulk of the Project, or any portion thereof, or otherwise require any reduction in the height or bulk of individual proposed buildings or other improvements from that permitted under this Agreement, the Applicable Regulations and the Project Approvals;



- (c) limit or reduce the density or intensity of the Project, or any portion thereof, or otherwise require any reduction in the square footage or number of proposed buildings, residential dwelling units or other improvements from that permitted under this Agreement, the Applicable Regulations and the Project Approvals;
- (d) limit or control the availability of public utilities, services or facilities or any privileges or right to public utilities, services, facilities or Infrastructure for the Project, including but not limited to water rights, water connection, sewage capacity rights, and sewer connections;
- (e) except as otherwise provided herein, in any manner control, delay or limit the rate, timing, phasing or sequencing of the approval, development or construction of all or part of the Project as provided in the DDA;
- (f) increase any Development Fees or Exactions, except as permitted by this Section 2;
- (g) preclude or materially increase the cost of performance of or compliance with any provisions of the applicable Redevelopment Documents;
- (h) except as specifically provided in the Treasure Island Transportation Management Act (Stats. 2008, Ch. 317) (the "Transportation Management Act") for setting of initial congestion pricing fees by the Board of Supervisors and Transportation Authority, impose any transportation-related revenue measures applicable to the Project Site, including, without limitation, congestion pricing, on-street or off-street parking fees, fines, penalties, other parking-related revenue measures, and transit pass fees; or
- (i) Conflict with or materially increase the obligations of Developer, any Vertical Developer or their contractors under any Equal Opportunity Program, Workforce Hiring Program or other agreement addressing construction or operations hiring adopted in connection with the Redevelopment Plan, the DDA or any Vertical DDA.

2.3.3. The Developer may, in the exercise of its sole discretion, elect to have a Future Change to Regulation that conflicts with this Agreement applied to the Project or the Project Site by giving the City written notice of its election to have a Future Change to Regulation applied, in which case such Future Change to Regulation shall be deemed to be an Applicable Regulation. The foregoing notwithstanding, should the Authority subsequently approve any Future Change to Regulations (with or without Developer's consent to the extent permitted under Section 12 of the DDA) which becomes an Applicable Regulation hereunder, such Future Change to Regulation shall not be binding on City as an Applicable Regulation without the City's prior written approval.

#### 2.4. Development Fees and Exactions.

2.4.1. Existing Development Fees or Exactions. Except as provided in the following provisions of this Section 2.4, for the Term of this Agreement, the following Development Fees or Exactions that are in effect as of the Effective Date, and only the following, are applicable to the Project: (a) the School Facilities Impact Fee; and (b) **the Wastewater Capacity Charge imposed by the San Francisco Public Utilities Commission**



under the authority of Cal. Health & Safety Code §5471 applicable to all new residential and commercial use on a City-Wide basis.] [under discussion] The DDA requires Vertical Developers to pay to the Authority a public art fee and a Jobs-Housing Linkage on the terms and conditions set forth in the DDA.

2.4.2. New or Increased Development Fees or Exactions. Except as otherwise set forth herein, no increase in any Development Fees or Exactions and no new Development Fee or Exaction enacted by the City during the term of this Agreement shall be applicable to any Improvements in the Project Area. To the extent that any increase in any Development Fees or Exactions or new Development Fees or Exactions is permitted under this Section 2.4.2, any such increased or new Development Fee or Exaction shall apply only to the extent that such increased or new Development Fee or Exaction complies with all applicable law, including, without limitation the requirements of the Mitigation Fee Act (Government Code §§ 66000 *et seq.*).

2.4.2.1. Any increase in the School Facilities Impact Fee authorized by any change in state law at any time after the approval of this Plan shall apply to the Project.

2.4.2.2. Any new or increased Development Fees or Exactions which become effective more than twenty (20) years following the date of issuance of the first Building Permit for Vertical Improvements in the Project Site shall apply to the Project only so long as such new or increased Development Fee or Exaction is (i) generally applicable on a City-Wide basis for similar land uses and (ii) not redundant as to the Project of a fee, dedication, program, requirement or facility that is imposed under the applicable Transaction Documents and Redevelopment Plan Documents, including without limitation, any fee, dedication, program, requirement or facility related to (A) affordable housing, (B) open space, (C) utility connection fees, (E) transportation; (F) child care; or (F) protecting against sea-level rise.]

2.4.2.3. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed at the Effective Date. No amendment or addition to those provisions, which would materially affect the interpretation or enforceability of this Agreement, shall be applicable to this Agreement unless such amendment or addition is specifically required by the California Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected by the same unless the Parties mutually agree in writing to amend the Agreement to permit such applicability. The Parties shall cooperate and shall undertake such actions as may be necessary to implement and reflect the intent of the Parties to allow and encourage development of the Project.

2.4.3. Applicability of Uniform Codes; Infrastructure Standards. Except as may be expressly provided in the Plan Documents, nothing in this Agreement shall preclude the City's application to the Project of (i) any provisions, requirements, rules, or regulations applicable City-wide that are contained in the California Building Standards Code, as amended by the City in accordance with the California Health and Safety Code, including requirements of the San Francisco Building Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes. In addition, nothing in this Agreement shall preclude the City's application to the Project of the City's then-current standards for Infrastructure for each Major Phase pursuant to then applicable City Requirements so long as (a) such standards for



Infrastructure are in place, applicable City-Wide and imposed upon the Project concurrently with the approval of the applicable Major Phase Application and/or first Sub-Phase Application in that Major Phase (as those terms are defined in the DDA); and (b) such standards for Infrastructure as applied to the applicable Major Phase are compatible with, and would not require the retrofit, removal, supplementation or reconstruction of, Infrastructure approved in prior Major Phases or Sub-Phases.

2.4.4. Protection of Public Health and Safety. Notwithstanding any provision in this Agreement to the contrary, City shall exercise its discretion under this Agreement and the Redevelopment Documents in a manner which is consistent with the public health, safety and welfare. City shall retain, at all times, its authority to take any legally valid action necessary to protect the physical health and safety of the public, including, without limitation, authority to condition or deny a permit, approval or agreement or other entitlement or to change or adopt any new City Regulation, if required (a) to protect the physical health or safety of the residents in the Project Site, the adjacent community or the public ("**Public Health and Safety Exception**"), or (b) to comply with applicable federal or state law or regulations including, without limitation, changes in Existing City Regulations reasonably calculated to achieve new, more restrictive federal or state attainment standards applicable to the City for water quality, air quality, hazardous materials or otherwise relating to the physical environment where such City Regulations are generally applicable and proportionally applied to similar land uses on a City-Wide basis ("**Federal and State Law Exception**"). Any such new or increased Development Fee or Exaction shall be applied in a manner which is proportional to the impacts caused by the applicable development in the Project Site taking into account the equitable share of the cost of funding reasonable compliance with the applicable Public Health and Safety Exception or Federal and State Law Exception and the amount allocable to the impacts caused by development existing at the time of the enactment of such new or increased Development Fee or Exaction. Any new or increased Development Fee or Exaction that qualifies within the Public Health and Safety Exception or Federal and State Law Exception that is enacted for the protection or benefit of City residents overall (as opposed to the mitigation of project-related impacts which are addressed by the preceding sentence) shall be applied in a manner proportional to the benefits received by the Project Site. In no event shall any Vertical Improvements be required to pay a new or increased Development Fee or Exaction in connection with compliance with any Public Health and Safety Exception or Federal and State Law Exception which is not applied on a City-Wide basis to similar land uses. Except for emergency measures, City will meet and confer with Developer in advance of the adoption of such measures to the extent feasible, provided, however, that City shall retain the sole and final discretion with regard to the adoption of any new City Regulation in furtherance of the protection of the physical health and safety of the public as provided in this Section 2.4.6. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City can seek a judicial relief with respect to the matter.

2.4.5. CEQA. Nothing in this Agreement or the applicable Redevelopment Documents shall be deemed to limit the City's or the Authority's ability to comply with CEQA, including any Mitigation Measures.



2.4.6. General Plan Consistency Findings. With respect to any Subsequent Approval that includes requires a General Plan consistency determination, the City agrees to rely on the General Plan Consistency Findings to the greatest extent possible in accordance with applicable laws; provided however that nothing shall prevent or limit the discretion of the City in connection with any Subsequent Approvals that, as a result of amendments to the Project Approvals, require new or revised General Plan consistency findings.

### 3. DEVELOPMENT OF THE PROJECT SITE

3.1. Development Rights. Developer shall have the vested right to develop the Project Site in accordance with and subject to the provisions of this Agreement, the Redevelopment Documents, the Transaction Documents, the Project Approvals, and any Subsequent Project Approvals, which shall control the overall design, development and construction of the Project and all improvements and appurtenances in connection therewith, including without limitation, the permitted uses on the Project Site, the density and intensity of uses, the maximum height and size of buildings, the number of allowable parking spaces and all Mitigation Measures required in order to minimize or eliminate material adverse environmental impacts of the Project. By stating that the terms and conditions of this Agreement, the Redevelopment Documents, the Transaction Documents, the Project Approvals, and any Subsequent Project Approvals control the overall design, development and construction of the Project, this Agreement is consistent with the requirements of California Government Code Section 65865.2 (requiring a development agreement to state permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes). The Developer agrees that all improvements on the Project Site shall be constructed in accordance with this Agreement, the Redevelopment Documents, the Transaction Documents, the Project Approvals, and any Subsequent Project Approvals, and in accordance with all applicable laws.

3.2. Compliance with CEQA. The Developer acknowledges that the development of the Project and the Project Site is subject to compliance with CEQA, including the Mitigation and Monitoring Plan, and the CEQA Guidelines. To the extent that the Project will require the grant of Subsequent Project Approvals that are discretionary in nature, such Subsequent Project Approvals shall be subject to review by the City during public hearings to the extent required by applicable laws.

3.3. Status of Approvals. Concurrently with this Agreement, City and the Authority have approved and adopted the Project Approvals.

3.4. Use and Density. Pursuant to Section 65865.2 of the Development Agreement Statute, the Project Approvals shall not prevent development of the Project for the uses and to the density or intensity of the development set forth in the Redevelopment Documents and Transaction Documents.

3.5. Vested Rights; Permitted Uses and Density; Building Envelope. By approving the Project Approvals, City has made a policy decision that the Project, as currently described and defined in the Project Approvals, is in the best interests of the City and promotes the public health, safety and general welfare. Accordingly, to the extent that the Project is required to



obtain any Subsequent Approvals from the City, City shall not use its discretionary authority in considering any application for a Subsequent Project Approval to change the policy decisions reflected in the Project Approvals or otherwise to prevent or to delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Project Approvals (that conform to or implement the Project Approvals) shall be used to implement those policy decisions and shall be issued by the City so long as they comply with this Agreement, the Redevelopment Documents, the Transaction Documents, the Project Approvals, Applicable Regulations and permitted Future Changes to Regulations, if applicable. Nothing herein is intended to limit the discretionary authority of the Board of Supervisors to consider appeals of Subsequent Project Approvals related to subdivision maps pursuant to the provisions of the Subdivision Map Act and the Treasure Island and Yerba Buena Island Subdivision Code, provided, however, that in exercising its discretion on any such appeal, the Board of Supervisors shall not exercise its discretionary authority to change the policy decisions reflected in the Project Approvals or otherwise to prevent or delay development of the Project as set forth in the Project Approvals.

3.6. Residential Land Use. The residential land uses on the Project Site, including any affordable housing, shall be developed in accordance with the DDA, including the Housing Plan attached to the DDA.

3.7. Office Land Use. By Resolution No. \_\_\_\_\_, the Planning Commission adopted findings pursuant to Planning Code Section 321(b)(1) that office development promotes the public welfare, convenience and necessity, and in so doing considered the criteria of Planning Code Section 321(b)(3)(A)-(G). The findings contained in Resolution No. \_\_\_\_\_ are incorporated herein by reference and attached as Attachment \_\_\_\_ to this Agreement. Because the office development contemplated by the Redevelopment Plan has been found to promote the public welfare, convenience and necessity, the determination required under Section 321(b), where applicable, shall be deemed to have been made for all specific office development projects undertaken pursuant to the Redevelopment Plan. No office development project contemplated by the Redevelopment Plan may be disapproved either (i) for inconsistency with Planning Code Sections 320-325, or (ii) in favor of another office development project that is located outside the Project Site and subject to Planning Code Sections 320-325; provided, however, that for any office development within the Project Site subject to Planning Code Section 321, (x) no office development project shall be approved that would cause the then applicable annual limitation contained in Planning Code Section 321 to be exceeded, taking into account priority commitments for available annual office space previously granted by the Planning Commission to the development projects at Mission Bay (Planning Commission Resolution No. 14702) and Candlestick/Hunters Point (Planning Commission Resolution No. \_\_\_\_); and (y) the Planning Commission shall consider the design of the particular office development project to confirm that it is consistent with the Planning Commission's findings contained in Resolution No. \_\_\_\_\_. Upon such determination, the Planning Commission shall issue a project authorization for such project. The requirements for Planning Commission approval described above shall be applicable unless application would be prohibited by California or local law.

3.8. Commencement of Construction; Development Timing. Development of the Project Site is permitted to occur in phases. The Phasing Plan and Schedule of Performance incorporated into the DDA shall govern the construction phasing and development timing of the Project, respectively.



3.9. Subdivision Maps. Developer may from time to time file subdivision map applications with respect to some or all of the Project Site in accordance with the provisions in the DDA and the Treasure Island/Yerba Buena Island Subdivision Code. City shall exercise its discretion in reviewing such subdivision map applications in accordance with Section 3.5 hereof and the Treasure Island and Yerba Buena Island Subdivision Code, and shall approve such subdivision map applications so long as they comply with this Agreement, the Redevelopment Documents, the Transaction Documents, the Project Approvals, Applicable Regulations and permitted Future Changes to Regulations, if applicable. Upon approval of each Tentative Transfer Map, Vesting Tentative Transfer Map, Tentative Map or Vesting Tentative Map (as those terms are defined in the Treasure Island and Yerba Buena Island Subdivision Code) to be approved for property within a Major Phase (each, a “Tentative Map”), the term of such Tentative Map shall be extended until the Termination of this Agreement notwithstanding any other City Law, provided that approvals obtained in the last five years of the Term shall extend for the greater of (a) the Term of this Agreement or (b) the maximum applicable time provided for under City law. Notwithstanding anything in Section 66474.2 of the Subdivision Map Act or the Treasure Island and Yerba Buena Island Subdivision Code to the contrary, it shall be a condition to the approval of any Vesting Tentative Transfer Map or Vesting Tentative Map, that the ordinances, policies and standards applicable to the Vesting Tentative Transfer Map or Testing Tentative Map shall be the Applicable Regulations and any Future Changes to Regulations permitted hereunder.

3.10. Financing of Project Improvements. The financing of improvements relating to the Project, including all infrastructure and utilities shall be as provided in the DDA and the Plan Documents, including, without limitation, requirements for providing adequate security for Infrastructure pursuant to Section \_\_\_\_ of the Treasure Island and Yerba Buena Island Subdivision Code.

3.11. Reservation or Dedication of Land for Public Use. Development of the Project Site requires public facilities to support the operations and services and development of affordable housing. Developer shall make available, reserve or dedicate, as required, land or facilities as provided in the Parks and Open Space Plan, Community Facilities Plan and the Housing Plan to support the construction, operations and services on the Project Site in accordance with the terms of the DDA.

3.12. Treasure Island Transportation Revenues. City acknowledges that pursuant to the Treasure Island Transportation Management Act (Stats. 2008, Chapt. 317), the State legislature has authorized the formation of the Treasure Island Transportation Management Agency to adopt and administer the Transportation Program on Treasure Island and Yerba Buena Island, including the congestion pricing and parking programs. The Act provides TITMA with exclusive power to administer and collect all revenues generated by the Transportation Program, and provides that no ordinance, charter provision, or other provision of local law purporting to impose any similar revenue measure, whether now existing or enacted in the future shall apply to Treasure Island or the Transportation Program. In compliance with the Transportation Management Act, the City acknowledges that upon formation of the TITMA by the Board of Supervisors and the setting of initial congestion pricing fees as authorized under Section 1967.5 of the Transportation Act, the City and its departments, boards, and commissions are prohibited from exercising the exclusive powers reserved to TITMA with respect to Treasure Island and the



Transportation Program. To the extent that revenues generated from the Transportation Program are received by City, City shall cause all such revenues to be paid promptly to the Transportation Management Agency for implementation of the Transportation Program.

#### **4. OBLIGATIONS OF DEVELOPER**

4.1. Cooperation by Developer. Developer shall, in a timely manner, provide all documents, applications, plans and other information necessary for the City to comply with its obligations in accordance with the terms of the DDA, the DRDAP and the Interagency Cooperation Agreement.

4.2. Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender, identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or applicant for employment with the Developer, or against any bidder or contractor for public works or improvements, for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by Developer. A similar provision shall be included in all subordinate agreements let, awarded, negotiated or entered into by Developer for the purposes of implementing this Agreement.

#### **4.3. Payment of Fees and Costs.**

4.3.1. Payment of Fees and Exactions. Developer shall timely pay all Development Fees and Exactions applicable to the Project or the Project Site as provided in the DDA.

4.3.2. Administrative Fees. Nothing in this Agreement shall preclude or constrain City from charging and collecting an Administrative Fee or any such fee which may be provided for in any disposition and development agreement applicable to the Project Site. The Development Agreement Fee required pursuant to Section 56.20 of the Administrative Code shall be payable by Developer in accordance with the provisions of the DDA and the Financing Plan attached to the DDA regarding reimbursement of the Authority's and City's administrative costs

4.4. Hold Harmless and Indemnification of City. Developer shall indemnify, reimburse and save and hold harmless the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("Losses") resulting directly or indirectly from this Agreement and Developer's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the Effective Date, and except to the extent such Losses are the result of the gross negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and related costs, and the City's cost of investigating any claims against the City.



4.5. Equal Opportunity and Employment and Training Program. In accordance with Administrative Code Section 56.7, this Agreement must include a detailed equal opportunity program and employment training program (the "Equal Opportunity and Employment Program") containing goals and timetables and a program for implementation. The Equal Opportunity and Employment Program applicable to this Agreement shall be as provided in the DDA.

## 5. OBLIGATIONS OF CITY

5.1. No Action to Impede Project Approvals. City shall take no action nor impose any condition that would conflict with this Agreement or the Project Approvals. An action taken or condition imposed shall be deemed to be "in conflict with" this Agreement or the Project Approvals if such actions or conditions result in one or more of the circumstances identified in Section 2.3.2 of this Agreement.

5.2. Expedient Processing. To the extent that a Subsequent Project Approval requires an action to be taken by the City, the City shall process such Subsequent Project Approvals in accordance with the procedures set forth in the Interagency Cooperation Agreement.

5.3. Processing During Third Party Litigation. The filing of any third party lawsuit(s) against the City or Developer relating to this Agreement, the Project Approvals, the Subsequent Project Approvals, or other development issues affecting the Project or the Project Site, shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent Project Approvals unless the third party obtains a court order preventing the activity.

## 6. MUTUAL OBLIGATIONS

6.1. Notice of Completion or Revocation. Upon the Parties' completion of performance or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of City and Developer, shall be recorded in the Office of the Assessor/Recorder of the City and County of San Francisco, California.

6.2. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that to the best of the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended or modified, identifying the amendments or modifications and stating their date and nature, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) the findings of the City with respect to the most recent Annual Review performed pursuant to Section 7 below.

6.2.1. A Party receiving a request under this Section 6.2 shall execute and return such certificate within thirty (30) days following receipt of the request. Failure by a Party within such thirty (30) days to either execute and return such certificate or provide a detailed written



explanation of why the Party has failed to do so shall be deemed to be a Default following notice and cure as set forth in Section [10] of this Agreement.

6.2.2. Each Party acknowledges that third parties with a property interest in the Project Site, including any mortgagee, acting in good faith may rely upon such a certificate. A certificate provided by the City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form and may be recorded with respect to the affected lot or parcel at the expense of the recording party.

### 6.3. Cooperation in the Event of Third-Party Challenge.

6.3.1. Third-Party Challenges. In the event any legal action or proceeding is instituted challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending against such challenge. City shall promptly notify Developer of any third-party challenge instituted against the City challenging the validity of this Agreement. Cooperation in defense of all other third-party challenges to the approvals related to the Project or Project Site shall be as provided in the DDA.

6.3.2. Developer Cooperation. Developer at its own expense shall assist and cooperate with the City in connection with a third party challenge . . . ." to this Agreement. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the third-party challenge, which shall be at the Developer's sole cost and expense.

6.4. Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement.

6.5. Other Necessary Acts. Each Party shall execute, acknowledge and deliver to the other all further instruments and documents and shall take such further actions as may be reasonably necessary to carry out this Agreement in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

## 7. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

7.1. Initiation of Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code as of the Effective Date, at the beginning of the second week of January following final adoption of this Agreement (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement.

7.2. Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Director shall follow the process set forth in this section as of the Effective Date.

7.3. Required Information from Developer. Not more than sixty (60) days and not less than forty-five (45) days prior to the Annual Review Date, Developer shall provide a letter to the



Planning Director containing evidence to show compliance with this Agreement. The Planning Director's review shall be limited to compliance with Developer's obligations under Section 4 and 6 of this Agreement and a determination that there exists no uncured Material Breach under the DDA after passage of all applicable cure periods thereunder. The letter from the Developer shall set forth in reasonable detail Developer's compliance with its obligations under Sections 4 and 6 of this Agreement. Developer may also provide an estoppel certificate or equivalent letter or instrument from the Authority which shall serve as conclusive proof binding on the City as to whether or not there exists any uncured Material Breaches under the DDA after passage of all applicable cure periods thereunder.

7.4. City Report. Within forty (40) days after Developer submits its letter, the Planning Director shall review the information submitted by Developer and all other available evidence on Developer's compliance with this Agreement. All such available evidence shall upon receipt of the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement. If Planning Director finds Developer in compliance, then the Planning Director shall proceed in the manner provided in Section 56.17(b) of the Administrative Code as that Section is in effect as of the Effective Date, attached hereto as Exhibit N. The City's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date.

7.5. Planning Director shall issue a Certificate of Compliance. If Planning Director finds Developer is not in compliance, then the Planning Director shall proceed in the manner provided in Section 56.17(c) of the Administrative Code as that Section is in effect as of the Effective Date, subject further to the procedures set forth in Section 7.a7 hereof. The City's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date.

7.6. Effect on Transferees. If Developer has effected a transfer so that its interest in the DDA or the Project Site has been divided between Transferees, then the annual review hereunder shall be conducted separately with respect to each Party, and the Planning Director, and if appealed, the Planning Commission and Board of Supervisors shall make its determinations and take its actions separately with respect to each Party pursuant to Administrative Code Chapter 56 as that Section is in effect as of the Effective Date, as modified by Section 7.7 hereof. If the Board of Supervisors Terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that such Party has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest.

7.7. Notice and Cure Rights. Notwithstanding anything in Administrative Code Chapter 56, if the Planning Commission makes a finding of non-compliance, or if the Board of Supervisors overrules a Planning Commission finding of compliance, then before any proceedings may be undertaken to modify or terminate the Agreement under Administrative Code Section 56.17(f) or 56.18 as those sections are in effect as of the Effective Date, the Planning Commission or the Board of Supervisors, as applicable, shall first specify to Developer



the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days and shall be reasonably related to the time necessary for Developer to adequately bring its performance into good faith compliance with the terms of this Agreement. If the areas of noncompliance specified by the Planning Commission or Board of Supervisors are not perfected within such reasonable time limits herein prescribed, then the Planning Commission or the Board of Supervisors may then by noticed hearing, terminate, modify or take such other actions as may be specified in Administrative Code Chapter 56 as that Section is in effect as of the Effective Date.

7.8. Default. The rights and powers of the City under this Section 9 are in addition to, and shall not limit, the rights of the City to Terminate or take other action under this Agreement on account of the Developer's commission of an event of Default.

## **8. AMENDMENT; TERMINATION**

8.1. Amendment or Termination. Except as otherwise provided herein, this Agreement may only be amended or terminated with the mutual written consent of the Parties. The amendment or termination, and any required notice thereof, shall be accomplished in the manner provided in the Development Agreement Statute and Chapter 56 of the Administrative Code as of the Effective Date as modified by Section 7.7 hereof.

8.2. Amendment Exemptions. No amendment of a Project Approval or Subsequent Project Approval, or the approval of a Subsequent Project Approval, shall require an amendment to this Agreement. Upon approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Subsequent Project Approval). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to a Project Approval or Subsequent Project Approval, the terms of this Development Agreement shall prevail.

8.3. Extension Due to Legal Action, Referendum, or Excusable Delay. The time for Developer's performance of its obligations hereunder shall be extended by reason of Excusable Delay to the extent permitted under the terms of the DDA.

## **9. TRANSFER OF ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE**

9.1. Permitted Transfer of this Agreement. Developer shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to a Transferee in accordance with the terms and conditions governing Transfer set forth in the DDA. Upon the effective date of any Transfer permitted under the DDA, the Transferee shall be deemed a Party to this Agreement as to the Transferred Property. Any Vertical DDA, LDDA or Ground Lease that Transfers an interest in the Project Site shall require the Transferee to enter into a binding Assignment and Assumption Agreement acknowledging the Transferee's obligations hereunder. Developer shall remain liable for all obligations and requirements under this Agreement after the effective date of the Transfer as to the Transferred Property only to the



same extent that Developer retains liability under the terms of the DDA and as set forth in the Assignment and Assumption Agreement required under this Section 9.1. Notwithstanding anything to the contrary contained in this Agreement, a Default under this Agreement or any Vertical DDA, LDDA or Ground Lease, as applicable, by any Transferee (a "Transferee Default") shall not constitute a Default by Developer with respect to any other portion of the Project Site and such Transferee Default shall not entitle City to Terminate or modify this Agreement with respect to such other portion of the Project Site. The City is entitled to enforce each and every such obligation assumed by the Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert any defense against the City's enforcement of performance of such obligation that is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the transfer or assignment, the Assignment and Assumption Agreement, the purchase and sale agreement, or any other agreement or transaction between the Developer and the Transferee. Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default. Notwithstanding anything to the contrary contained in this Agreement (including without limitation those provisions that are or are intended to be covenants running with the land), the rights and obligations of a mortgagee, including any mortgagee who obtains title to the Project Site or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action ("Mortgagee") shall be identical to the rights and obligations provided to such Mortgagee under the terms and conditions of the DDA. A breach of any obligation secured by any mortgage or other lien against the mortgaged interest or a foreclosure under any mortgage or other lien shall not by itself defeat, diminish, render invalid or unenforceable, or otherwise impair the obligations or rights of the Developer under this Agreement. Any person, including a Mortgagee, who acquires title to all or any portion of the mortgaged property by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise shall succeed to all of the rights and obligations of the Developer under this Agreement and shall take title subject to all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote any portion of the Project Site to any uses, or to construct any improvements, other than the uses and improvements provided for or authorized by the Redevelopment Documents, Project Approvals, Subsequent Project Approvals, Transaction Documents and this Agreement.

9.2.2. If City receives a written notice from a Mortgagee or from Developer requesting a copy of any Notice of Default delivered to Developer and specifying the address for service thereof, then City shall deliver to such Mortgagee at such Mortgagee's cost (or Developer's cost), concurrently with service thereon to Developer, any Notice of Default delivered to Developer under this Agreement. In accordance with Section 2924 of the California Civil Code, City hereby requests that a copy of any Notice of Default and a copy of any notice of sale under any mortgage or deed of trust be mailed to City at the address shown on the first page of this Agreement for recording.

9.2.3. A Mortgagee shall have the right, at its option, to cure any default or breach by the Developer under this Agreement within the same time period as Developer has to remedy or cause to be remedied any default or breach, plus an additional period of (i) \_\_\_\_\_ days to cure a default or breach by the Developer to pay any sum of money required to be paid hereunder and (ii) \_\_\_\_\_ days to cure or commence to



cure a non-monetary default or breach and thereafter to pursue such cure diligently to completion. Mortgagee may add the cost of such cure to the indebtedness or other obligation evidenced by its mortgage, provided that if the breach or default is with respect to the construction of the Improvements on the Project Site, then the rights and obligations of such Mortgagee shall be identical to the rights and obligations afforded it under the DDA.

9.2.4. If at any time there is more than one mortgage constituting a lien on any portion of the Project Site, the lien of the Mortgagee prior in lien to all others on that portion of the mortgaged property shall be vested with the rights under this Section 9.2.4 to the exclusion of the holder of any junior mortgage; provided that if the holder of the senior mortgage notifies the City that it elects not to exercise the rights sets forth in this Section 9.4, then each holder of a mortgage junior in lien in the order of priority of their respective liens shall have the right to exercise those rights to the exclusion of junior lien holders. Neither any failure by the senior Mortgagee to exercise its rights under this Agreement nor any delay in the response of a Mortgagee to any notice by the City shall extend Developer's or any Mortgagee's rights under this Section 9.2.4. For purposes of this Section 9.2.4, in the absence of an order of a court of competent jurisdiction that is served on the City, a then-current title report of a title company licensed to do business in the State of California and having an office in the City setting forth the order of priority of lien of the mortgages shall be reasonably relied upon by the City as evidence of priority.

9.3. Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site and undertakes any development activities at the Project Site is, and shall be, constructively deemed to have consented and agreed to, and is obligated by, all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.

## **10. ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION**

10.1. Enforcement. The only parties to this Agreement are the City and the Developer. This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

10.2. Default. For purposes of this Agreement, a Material Breach by the Developer under the DDA shall be considered a default under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee defaults under this Agreement or any Vertical DDA, LDDA or Ground Lease, as applicable, such default shall not constitute a default by Developer with respect to any other portion of the Project Site hereunder and shall not entitle City to terminate or modify this Agreement with respect to such other portion of the Project site.

10.3. Notice/Remedies for Default. [Will include the remedies in this DA based on final agreed-upon language in the DDA]



10.4. Attorneys' Fees. Should legal action be brought by either Party against the other for default under this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs.

10.5. No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

10.6. Future Changes to Regulations. Pursuant to Section 65865.4 of the Development Agreement Statute, unless this Agreement is cancelled by mutual agreement of the Parties as provided for under Section 8.1, above, or terminated pursuant to Section 8.1 or 10.3, above, either party may enforce this Agreement notwithstanding any Future Changes to Regulations.

10.7. Joint and Several Liability. If the Developer consists of more than one person or entity with respect to a legal parcel within the Project Site, then the obligations of each person and/or entity shall be joint and several.

10.8. Costa Hawkins Waiver. The Parties understand and agree that the Costa-Hawkins Rental Housing Act (California Civil Code sections 1954.50 et seq.; the "**Costa-Hawkins Act**") does not and in no way shall limit or otherwise affect the restriction of rental charges for the Affordable Housing Units or the Inclusionary Units developed pursuant to the DDA (including the Housing Plan)(as those terms are defined in the DDA). This Agreement falls within an express exception to the Costa-Hawkins Act because the Agreement is a contract with a public entity in consideration for a direct financial contribution and other forms of assistance specified in Chapter 4.3 (commencing with section 65915) of Division 1 of Title 7 of the California Government Code. Accordingly, Developer, on behalf of itself and all of its successors and assigns, including all Vertical Developers, agrees not to challenge, and expressly waives, now and forever, any and all rights to challenge, Developer's obligations set forth in the Housing Plan related to Inclusionary Units, under the Costa-Hawkins Act, as the same may be amended or supplanted from time to time. Developer shall include the following language, in substantially the following form, in all Assignment and Assumption Agreements under the Development Agreement:

"The Development Agreement and DDA (including the Housing Plan) implements the California Redevelopment Law, Cal. Health & Safety Code §§ 33000 et seq. ("CRL") and includes regulatory concessions and significant public investment in the Project. The regulatory concessions and public investment include, without limitation, a direct financial contribution of net tax increment, the conveyance of real property without payment, and other forms of public assistance specified in California Government Code section 65915 et seq. These public contributions result in identifiable, financially sufficient and actual cost reductions for the benefit of Developer and Vertical Developers, as contemplated by California Government Code section 65915. In light of the Authority's authority under the CRL and in consideration of the direct financial contribution and other forms of public assistance described above, the parties understand



and agree that the Costa-Hawkins Act does not and shall not apply to the Inclusionary Units developed at the Project under the DDA.”

The Parties understand and agree that the City would not be willing to enter into this Agreement without the agreement and waivers as set forth in this Section 10.8.

## 11. MISCELLANEOUS PROVISIONS

11.1. Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, constitute the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

11.2. Binding Covenants; Run With the Land. From and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to Section 9 above, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the limitations on Transfers set forth in Section 9 above, all provisions of this Agreement shall be enforceable during the term hereof as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468.

11.3. Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

11.4. Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or the DDA shall be deemed to refer to this Agreement or the DDA as amended from time to time pursuant to the provisions of this Agreement or the DDA, as applicable, whether or not the particular reference refers to such possible amendment.

11.5. Project Is a Private Undertaking; No Joint Venture or Partnership.



11.5.1. The development proposed to be undertaken by Developer on the Project Site is a private development, except for that portion to be devoted to public improvements to be constructed by Developer in accordance with the DDA. City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of the Developer contained in this Agreement or in the DDA, Redevelopment Documents, Trust Exchange Agreement, or other Transaction Documents.

11.5.2. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. The Developer is not a state or governmental actor with respect to any activity conducted by the Developer hereunder.

11.6. Recordation. Pursuant to Section 65868.5 of the Development Agreement Statute and Section 56.16 of the San Francisco Administrative Code as of the Effective Date, the Clerk of the Board shall have a copy of the Agreement recorded with the County Recorder within ten (10) days after execution of the Agreement or any amendment thereto, with costs to be borne by Developer.

11.7. Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

11.8. Time of the Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties under this Agreement.

11.9. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

with a copy to:

To Developer:

with a copy to:

11.10. Limitations on Actions. Pursuant to Section 56.19 of the San Francisco Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 of the Administrative Code shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board shall be commenced



within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

11.11. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

11.12. Sunshine. The Developer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Government Code Section 6250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other applicable laws, Developer shall mark any such materials as such, and City will attempt to maintain the confidentiality to the extent permitted by law.

11.13. MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. The Corporation acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

11.14. Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY**

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

DENNIS J. HERRERA,

City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Deputy City Attorney

Approved on \_\_\_\_\_

Board of Supervisors Ordinance No. \_\_\_\_\_

**DEVELOPER**

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California limited liability company

By: \_\_\_\_\_

Name:

Title:



**Exhibit [A]—Property Diagram (Included and Excluded Land)**



**Exhibit [B]—Legal Description**



### **Exhibit [C]—Project Approvals**

- Environmental Impact Report, State Clearinghouse No. \_\_\_\_\_
- Redevelopment Plan for the Naval Station Treasure Island Redevelopment Project Area
- Disposition and Development Agreement (DDA)
- Design for Development (D4D)
- Design Review and Document Approval Procedure (DRDAP)
- Interagency Cooperative Agreement (ICA)
- Planning Department Cooperative Agreement
- Amendment to the San Francisco General Plan
- Amendment to the San Francisco Planning Code
- Amendment to the San Francisco Zoning Code and Zoning Map
- Public Trust and Exchange Agreement
- Mitigation Monitoring and Reporting Program
- Lease Development and Disposition Agreement
- Treasure Island Subdivision Ordinance
- SFPUC – TIDA Agreement
- Others?



DRAFT January 13, 2011

**DISPOSITION AND DEVELOPMENT AGREEMENT  
(TREASURE ISLAND AND YERBA BUENA ISLAND)**

**DESIGN REVIEW AND DOCUMENT APPROVAL PROCEDURE**



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**DISPOSITION AND DEVELOPMENT AGREEMENT  
(TREASURE ISLAND AND YERBA BUENA ISLAND )**

**DESIGN REVIEW AND DOCUMENT APPROVAL PROCEDURE**

This DRDAP implements and is part of the DDA. As used herein, certain capitalized terms are defined in Exhibit 1 (Definitions). Capitalized terms used but not otherwise defined in this DRDAP shall have the meanings for such terms set forth in the DDA.

**1. INTRODUCTION**

This DRDAP sets forth the procedures for submitting, reviewing, and approving the designs, plans and specifications for Infrastructure and Vertical Improvements in the Project Site. The Authority shall review such designs, plans and specifications to ensure that they conform to and are consistent with the Redevelopment Requirements, and coordinate with applicable City Agencies for review in accordance with the ICA.

**1.1 REVIEW PROCESS**

**1.1.1 Overview of Review Process.**

As more particularly described in this DRDAP, the Design Review and Document Approval Process entails three general categories of design review and approvals, described as follows:

- The first category of design review requires review and recommendation to the Authority Board by the TI/YBI Citizens Advisory Board (CAB) and approval by the Authority Board of (i) a Streetscape Master Plan, (ii) a Conceptual Parks and Open Space Master Plan, and (iii) a Signage Master Plan. The Streetscape Master Plan shall include all streets that will be publicly owned on both Treasure Island and Yerba Buena Island. The Streetscape Master Plan application must be submitted for review and recommendation to the Authority Board by the CAB, and approved by the Authority Board prior to the approval of the first Major Phase Application. The Conceptual Parks and Open Space Master Plan shall include a conceptual description of all Parks and Open Space. The Conceptual Parks and Open Space Master Plan must be submitted for review and recommendation by the CAB, and approved by the Authority Board, prior to the approval of the first Major Phase Application. The Signage Master Plan shall address signage for all public streets and other property that will be publicly owned on both Treasure Island and Yerba Buena Island. The Signage Master Plan application must be submitted for review and recommendation to the Authority Board by the CAB and approved by the Authority Board prior to the approval of the first Sub-Phase Application within the first Major Phase. The Streetscape Master Plan, the Conceptual Parks and Open Space Master Plan and the Signage Master Plan applications are generally at a concept plan level of detail and require a single submittal of plans.



- The second category of design review requires approval by the Authority Board of Major Phase Applications and approval by the Executive Director of Sub-Phase Applications. Major Phase Applications generally include overall site plans, vicinity plans, illustrative concept plans for Infrastructure, including all Associated Public Benefits, and any proposed changes to the Phasing Plan attached to the DDA, as updated and approved from time to time. The Authority Board must approve the Major Phase Application, and the Executive Director must approve the applicable Sub-Phase Application for one or more adjacent Blocks within the Major Phase, before conveyance of the Sub-Phase to Developer under the DDA. The Sub-Phase Approval Application, which must be approved by the Executive Director before building permits may be issued for Infrastructure and before the Authority's consideration of and grant of Vertical Approvals, governs Infrastructure within the Sub-Phase, including data charts, site plans, 50% Construction Documents for Infrastructure within the Sub-Phase, and 100% Design Development Documents for Open Space Lots within the Sub-Phase, all as more particularly described in Exhibit 2.
- The third category of design review, following a Sub-Phase Approval, requires approval of Vertical Improvements to be constructed within each Sub-Phase by the Vertical Developers (including Developer or its Affiliates when acting as a Vertical Developer). Vertical Application submissions consist of the following three components; Schematic Design Documents, Design Development Documents and Construction Documents. Vertical Developers may elect to either follow a building permit process or a site permit process. Under the building permit process, the Vertical Developer must first obtain approval by the Authority Board of Schematic Design Documents and approval by the Executive Director of Design Development Documents. Then DBI must review and approve Construction Documents after review and approval by the Executive Director for consistency with Redevelopment Requirements and prior approvals. Under the site permit process, the Authority Board must approve Schematic Design Documents before DBI may issue the Site Permit. Upon approval of the Schematic Design Documents and issuance of the Site Permit by DBI, the Site Permit requires approval of a Design Development Document Addendum and various Construction Document Addenda generally following DBI's standard Site Permit process. The Executive Director must review and approve all such Addenda for consistency with the Redevelopment Requirements and prior Approvals before DBI may approve them. DBI's review of building permits or site permits is governed by Applicable Regulations **[and the Interagency Cooperative Agreement]**.

### 1.1.2 Priority Project

The development of the Project is a priority to the City and the Authority. Accordingly, the Authority shall review all Applications as expeditiously as reasonably possible and use commercially reasonable efforts to enforce the applicable provisions of the ICA in accordance with its terms. In addition, the Authority shall provide Developer and Vertical Developers with multiple opportunities to meet and confer with Authority Staff before Applications are due.



### 1.1.3 Developer, Authority and City Roles in the DRDAP Process

To the extent required under the DDA or any applicable Vertical DDA or LDDA, Developer shall submit all Major Phase Applications and Sub-Phase Applications, and Vertical Developers shall submit all Vertical Applications, to the Authority in accordance with this DRDAP. As more particularly described in Section 4.1 of the Design for Development (Implementation), any Vertical Project not governed by a DDA, Vertical DDA or LDDA, including Subsequent Improvements and Alterations, shall be reviewed by TIDA in accordance with the DRDAP attached as Appendix B to the Design for Development.

The Authority shall review all Applications and submittals for completeness and consistency with the Redevelopment Requirements as set forth in this DRDAP. The Authority shall submit Complete Major Phase Applications, Complete Sub-Phase Applications, and Complete Vertical Applications to the applicable City Agencies for review in accordance with the ICA. The City Agencies will review submittals made to them pursuant to this DRDAP for consistency with the Applicable Regulations, and shall provide any comments on all Applications within the time required by this DRDAP and the ICA, as applicable. A City Agency's failure to review and comment on Major Phase or Sub-Phase Application submittals within the time frames set forth in this DRDAP shall not, by itself, be the basis for Excusable Delay. But such a failure that (i) results in a delay of an Authority action beyond the time frame permitted for Authority action under this DRDAP, or (ii) results in a delay of a City action beyond the permitted time set forth in the ICA when the City is issuing a final Approval (i.e., when there is no subsequent Authority action on such matter), shall be the basis for Excusable Delay under the DDA, and that shall extend the time for Developer's performance under the DDA in accordance with Section 24 thereof.

The Parties understand and agree that the Applications will include detailed information, and the turnaround time for Authority and City staff will depend in part upon the amount of new information included in an Application that has not yet been seen by the Authority and the City at the time of Application submittal and the quality of the submittal. Accordingly, Developer or Vertical Developer, as applicable, shall submit information and materials, and schedule meetings with Authority Staff, for consultation and input in the formulation of Application materials in advance of the required submission of Applications as set forth below. The Authority shall make staff available for such requested meetings and consultation. The Parties understand and agree that input of Authority Staff throughout the design and development process will likely result in an expedited approval process and increased efficiencies.

Whenever Approval or any other action is required by the Authority Board, the Executive Director shall upon the request of Developer or a Vertical Developer, following the periods to meet and provide final comments described in this DRDAP, submit such matter to the Authority Board at the next regularly-scheduled meeting of the Authority Board for which an agenda has not yet been finalized and for which the Authority can prepare and submit a staff report in keeping with Authority standard practices.

With regard to any public hearings and presentations relating to the Project, Developer and Vertical Developers shall cooperate with, prepare materials for, and participate in presentations to the CAB, Authority Board and the Arts Commission, as applicable.



#### 1.1.4 Arts Commission Design Review

Although the Authority has land use authority over the entire Project Site, Developer shall submit certain Design Documents, the Streetscape Master Plan and the Signage Master Plan to the Arts Commission for review and comment as and to the extent required by Charter section 5.103 (for Improvements within public right-of-ways and other public areas that will be dedicated to the City). Submittals and review will be in accordance with the Civic Design Review Guidelines adopted by the Arts Commission. It is anticipated that Arts Commission review shall be limited to approvals of (i) Design Documents for structures to be constructed on City-owned property, and (ii) the Streetscape Master Plan and Signage Master Plan to the extent such Master Plans affect City- owned property and structures, and Improvements located within public rights-of-way included within the applicable Sub-Phase Applications.

Developer and Vertical Developer, as applicable, shall meet with Authority Staff on all submissions to the Arts Commission before making each such submission to the Arts Commission. For the Streetscape and Signage Master Plan submittals and any required Schematic Design submittals, Developer shall seek design comments from the Arts Commission not less than ninety (90) days before submittal thereof to the Authority. For all other Improvements within public right-of-ways and other public areas that will be dedicated to the City, as specified in the ICA, the Arts Commission will review submittals made to it pursuant to this DRDAP and shall provide any design comments on matters within its purview on all Applications as expeditiously as possible but in no event later than thirty (30) days following submittal. Failure of the Arts Commission to complete its comments within a specified time period shall not waive the obligation to obtain design comments and approval from the Arts Commission before the Authority acts on an Application that is subject to review by the Arts Commission; provided, however, that the Arts Commission's failure to review and comment on the Design Documents or Master Plan submittals within the time frames set forth in this DRDAP that (i) results in a delay of an Authority action beyond the time frame permitted for Authority action under this DRDAP, or (ii) results in a delay of a City action beyond the permitted time set forth in the ICA when the City is issuing a final Approval (i.e., when there is no subsequent Authority action on such matter), shall be the basis for Excusable Delay under the DDA, and shall extend the time for Developer's performance under the DDA in accordance with Section 24 thereof.

#### 1.1.5 Planning Department and Planning Commission Roles

The ICA provides that the Authority may choose to utilize the Planning Department in order to, among other things, establish work orders as necessary for Planning staff to provide design review of Major Phase Applications, Sub-Phase Applications and Schematic Design Applications. Planning staff would in all aspects be serving on behalf of the Authority under the direction of the Executive Director. If the Authority engages the services of the Planning Department to review such Applications, the Authority shall deliver to the Planning Department each applicable Application within three (3) days after Authority Staff determines that the applicable Application is a Complete Application and the ICA requires the Planning Department to provide to the Authority timely comments to such submittals that will allow the Authority to comply with its time frames for review hereunder.



As provided in the Development Agreement, the Planning Commission shall review and Approve the design of specific office developments on Commercial Lots containing office development that is subject to Planning Code Sections 320-325 (commonly known as Proposition M). The Authority, Developer and Vertical Developers, as applicable, shall work collaboratively with the Planning Department to ensure that design issues are discussed as early in the review process as possible and that the Authority and the Planning Commission act consistently with respect to the design of specific office developments on the Commercial Lots pursuant to the applicable requirements of Planning Code Sections 320-325.

#### **1.1.6 CAB Comment on Document Submittals**

At the direction of the Executive Director, Developer shall provide the CAB with updates on the document submittal review process set forth in this DRDAP and shall submit the Streetscape Master Plan, the Conceptual Parks and Open Space Master Plan, Signage Master Plan and any other DRDAP submittals identified by the Executive Director for review and consideration by the CAB before any action is taken by the Authority Board. Developer shall provide the CAB with a summary description of such document submittals and such number of copy sets of such Applications as are reasonably requested by Authority Staff.

#### **1.1.7 Subdivision Map Review**

The review and Approval of Applications pursuant to this DRDAP are in addition to and do not waive the requirements for approval of Tentative and Final Transfer Maps, Tentative and Final Vesting Transfer Maps, Tentative and Final Vesting Subdivision Maps, Tentative and Final Subdivision Maps, and Parcel Maps by the City under the Subdivision Map Act, any of its implementing regulations and the Treasure Island and Yerba Buena Island Subdivision Code. The City's consideration and Approval or disapproval of Developer's applications for such maps shall be done in accordance with the procedures set forth in the Treasure Island and Yerba Buena Island Subdivision Code.

Developer, on behalf of the Authority, may submit a request for Approval of and, if Approved, may record a Final Transfer Map or a Final Vesting Transfer Map before a Major Phase Approval is given by the Authority Board. Developer, on behalf of the Authority or itself, may submit an application for a Tentative Subdivision Map or a Vesting Tentative Subdivision Map relating to the initial Sub-Phase within a Major Phase at the same time it submits the Sub-Phase Application and before a Major Phase Approval. However, in such case, DPW's time for determining that the Tentative Subdivision Map or a Vesting Tentative Subdivision Map application is complete and the Authority's time for reviewing and for providing comments and acting on the application shall not commence until there has been a Major Phase Approval given for the property located within such map.

#### **1.1.8 Temporary and Interim Uses**

Authority Staff shall review applications for temporary and interim uses as set forth in the Redevelopment Plan and Design for Development.



### 1.1.9 Exceptions and Deviations from Redevelopment Requirements and Previous Approvals

1.1.9.1 Exceptions. In connection with any Major Phase Application, Sub-Phase Application, or Vertical Application, Developer or Vertical Developer may request an exception from the applicable Design for Development standards and guidelines in accordance with the procedures adopted pursuant to the Design for Development. Section 4.1.4 of the Design for Development allows the Executive Director [or TIDA] to approve exceptions to the standards and guidelines of the Design for Development only for unusual and special conditions when the enforcement of the Design for Development's standards and guidelines would constitute an unreasonable limitation beyond the intent and purpose of the standards and guidelines. In order to grant a request for an exception, the Executive Director must find and determine that the exception results in substantial compliance with the intent and purpose of both the Design for Development and the Redevelopment Plan, and is consistent with public health , safety and welfare. Developer or Vertical Developer shall include in any Application a clear statement of any proposed exception, including a statement to indicate that the Application includes a proposed exception and a statement of the reasons for the requested exception. Developer shall allow a cumulative total of [sixty (60)] days of added time for review and consideration of the proposed exception, and such added time shall not be Excusable Delay; provided, it shall be reasonable for the Authority to deny the requested deviation if the Authority reasonably determines that, based upon the scope and substance of the proposed deviation, [sixty (60)] days is not sufficient time for review and consideration and the Developer does not agree to extend the review and action time as reasonably requested by the Authority, but in no event more than [one-hundred eighty (180)] days.

1.1.9.2 Deviations. Deviations include any requested deviation from the applicable Redevelopment Requirements, including any Approval previously given under this DRDAP, to the extent not governed by the process for exceptions described in Section 1.1.9.1 above and Section 4.1.4 of the Design for Development. Notwithstanding the foregoing, deviations that involve a generally applicable change in the underlying Redevelopment Requirement or prior Approval (as reasonably determined by the Executive Director) shall be processed as an amendment of such underlying Redevelopment Requirement or prior Approval in accordance with this DRDAP. In connection with any Major Phase Application or Sub-Phase Application, Developer may request a deviation from the applicable Redevelopment Requirements, including any Approval previously given under this DRDAP. Non-material deviations (as reasonably determined by the Executive Director) including deviations from any Approval previously given under this DRDAP, may be given by the Executive Director in his or her reasonable discretion. Material deviations from the Redevelopment Requirements (as reasonably determined by the Executive Director) , including from any Approval previously given under this DRDAP, may be Approved by either the Executive Director or the Authority Board, as appropriate, in accordance with the procedures and Approval standards associated with the original Redevelopment Requirement or prior Approval from which the deviation is sought.

Developer shall include in any Application a clear statement of any proposed deviation from the Redevelopment Requirements, including from any applicable prior Approval, including a statement to indicate that the Application includes a proposed deviation request and a statement of the reasons for the requested deviation. Developer shall allow a cumulative total of sixty (60)



days of added time for review and consideration of the proposed deviation by the CAB (with respect to the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan and Signage Master Plan Approvals and any other DRDAP submittals that the Executive Director has submitted to the CAB for review), the Authority Board and the City Agencies, as applicable, and such added time shall not be Excusable Delay; provided, it shall be reasonable for the Authority to deny the requested deviation if the Authority reasonably determines that, based upon the scope and substance of the proposed deviation, sixty (60) days is not sufficient time for review and consideration and the Developer does not agree to extend the review and action time as reasonably requested by the Authority, but in no event more than one-hundred eighty (180) days.

#### **1.1.10 Consistency with Redevelopment Requirements and Previous Approvals**

Unless otherwise Approved by Developer or Vertical Developer, as applicable, in their respective sole and absolute discretion, and subject to the provisions of the DDA, ICA, Redevelopment Plan, and other Plan Documents, the Authority will not (i) disapprove any Major Phase Application, Sub-Phase Application, or Vertical Application on the basis of any element that conforms to and is consistent with the Redevelopment Requirements and prior applicable Approvals by the Authority, or (ii) impose conditions that conflict with the Redevelopment Requirements (specifically including Section \_\_ of the DDA).

#### **1.1.11 Other Governmental Entity Approvals**

Nothing contained in this DRDAP is intended to eliminate or alter the process or approval requirements set forth under applicable provisions of State or federal law or the regulations of other Governmental Entities, as applicable, with respect to any development at the Project Site. The Parties acknowledge and agree that (i) as set forth in the ICA, the Authority's Approval of certain modifications to the Infrastructure Plan, the Conceptual Parks and Open Space Master Plan, this DRDAP, the Mitigation Measures and the Housing Plan are subject to the review and Approval of the City in accordance with the standards set forth in the ICA and (ii) as set forth in the Tax Allocation Agreement and the Development Agreement, the Authority's Approval of certain modifications to the Infrastructure Plan and the Housing Plan are subject to the review and Approval of the City in accordance with the standards set forth in the Tax Allocation Agreement and Development Agreement. **[Need to conform to ICA/DDA/Tax Allocation Agreement in terms of which agreement(s) will include these approval requirements.]**

#### **1.1.12 Review Periods.**

All review periods specified in this DRDAP shall refer to calendar days and not business days unless expressly stated otherwise.

## **2. SUMMATION OF DOCUMENT SUBMITTALS**

Submissions shall consist of the following components or stages, the requirements for which are set forth below:



1. Streetscape Master Plan;
2. Conceptual Parks and Open Space Master Plan;
3. Signage Master Plan;
4. Major Phase Applications;
5. Sub-Phase Applications; and
6. Vertical Applications, which shall be submitted in three stages:
  - Schematic Design;
  - Design Development Documents [if the Building Permit Process is followed]; and
  - Construction Documents [with a Design Development Addenda, if the Site Permit Process is followed]

3. **STREETSCAPE MASTER PLAN, CONCEPTUAL PARKS AND OPEN SPACE MASTER PLAN, AND SIGNAGE MASTER PLAN APPROVALS**

3.1 **APPLICATION PROCESS**

3.1.1 **Pre-Submission Conference for Streetscape Master Plan**

The Streetscape Master Plan, as described in Exhibit 3 to this DRDAP, is applicable only to streets within the Project Site that will be publicly owned. The design of private streets associated with any particular Vertical Improvement shall be submitted with the applicable Vertical Application. Not less than thirty (30) days before submitting a Streetscape Master Plan, Developer shall submit to the Executive Director a draft of the materially important concept plans and documents of the type listed in Exhibit 3. Not less than twenty (20) days before submitting a Streetscape Master Plan, Developer and Authority Staff shall hold at least one pre-submission meeting at a mutually agreeable time, with appropriate City Agencies that elect to attend. Developer may submit information and materials iteratively, and Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Streetscape Master Plan as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Authority's time for review of the Streetscape Master Plan shall be extended by thirty (30) days.

3.1.2 **Submission**

The Streetscape Master Plan shall be submitted to the Authority not less than ninety (90) days before the submittal of the first Major Phase Application (the "**Streetscape Submittal Date**"). Alternatively, Developer may elect to submit the Streetscape Master Plan after the Streetscape Submittal Date but in no event later than the date of submittal of its first Major Phase Application, in which case the Authority's time for determination that such Major Phase Application is a Complete Application shall be automatically extended by the number of days



from the Streetscape Submittal Date to the date that Developer submits the Streetscape Master Plan.

The Conceptual Parks and Open Space Master Plan, as described in Exhibit 3, shall be submitted to the Authority not less than ninety (90) days prior to the submittal of the first Major Phase Application.

The Signage Master Plan, as described in Exhibit 3, shall be submitted to the Authority not less than ninety (90) days before the submittal of the first Sub-Phase Application (the “**Signage Submittal Date**”). Alternatively, Developer may elect to submit the Signage Master Plan after the Signage Submittal Date but in no event later than the date of submittal of the first Sub-Phase Application, in which case the Authority’s time for determination that such Sub-Phase Application is a Complete Application shall be automatically extended by the number of days from the Signage Submittal Date to the date that Developer submits the Signage Master Plan.

### **3.2 REVIEW BY AUTHORITY AND CITY AGENCIES**

#### **3.2.1 Authority Review - Initial**

The Authority Staff shall review the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan or Signage Master Plan Applications (each, a “Master Plan Application”) for completeness and advise Developer in writing of any deficiencies within thirty (30) days after the receipt of the applicable Master Plan Application. In the event the Authority Staff does not so advise Developer, the Master Plan Application shall be deemed Complete and all time periods for Authority and City review shall run from the date of such deemed Completeness. Notwithstanding the foregoing, a determination that a Master Plan Application is deemed Complete shall not prevent the Authority Staff from requesting such additional materials as deemed reasonably necessary to complete the review by the Authority and City.

#### **3.2.2 City Agency Review – Complete Master Plan Application**

Within three (3) days of the Authority’s determination that a Master Plan Application is a Complete Master Plan Application or the date that the Application is deemed Complete, Authority Staff shall submit the applicable Complete Master Plan Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency’s receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority’s responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Master Plan Application, or applicable portions thereof, within such time.

#### **3.2.3 Authority Review – Complete Master Plan Application**

Authority Staff shall complete its review and consideration on the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan, and the Signage Master Plan within ninety (90) days after the applicable Streetscape Master Plan, Conceptual Parks and Open Space Master



Plan, or Signage Master Plan Application is Complete or deemed Complete. Authority Staff may propose changes to the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan, and the Signage Master Plan that do not conflict with the Redevelopment Requirements. If Authority Staff proposes any such changes, then the Authority and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Authority provided such meet and confer period shall run concurrently with, and shall not extend, the ninety (90) day period specified above unless agreed to by Developer and Authority Staff.

Upon the expiration of the ninety (90) day period specified above, as such ninety (90) day period may be extended by mutual agreement of Developer and Authority Staff, the Executive Director shall submit the applicable Complete Master Plan Application to the Authority Board for review and consideration, with or without Authority Staff recommendation. The Streetscape Master Plan and the Conceptual Parks and Open Space Master Plan must be Approved by the Authority Board on or before the first Major Phase Approval. The Signage Master Plan must be Approved by the Authority Board on or before the first Sub-Phase Approval.

#### **4. MAJOR PHASE APPROVALS**

Developer shall submit, and the Authority Board shall review and Approve or disapprove, Major Phase Applications as set forth in the DDA and this Section 4. The purpose of a Major Phase Approval is for the Authority to confirm that the Major Phase Application conforms to and is consistent with the applicable Redevelopment Requirements, and for Developer to obtain Approval by the Authority of the additional detailed information included in a Major Phase Application that has not been previously reviewed or Approved by the Authority.

Prior to or concurrently with each Major Phase Application, Developer and Authority shall comply with the requirements for providing the Navy with notice of the Major Phase Decisions pursuant to Section \_\_\_\_\_ of the DDA and Section 5.6 of the Conveyance Agreement. In no event shall Authority be required to Approve a Major Phase Application until (i) the applicable Major Phase Decision Notice has been provided and the period of time for Navy to object has passed without objection, or (2) if the Navy has objected in writing to one or more of the Major Phase Decisions, such objection has been resolved in accordance with the dispute resolution procedures set forth in the Conveyance Agreement and the DDA (in either event, a "Major Phase Decision Agreement").

#### **4.1 APPLICATION PROCESS**

##### **4.1.1 Pre-Submission Conference**

Not less than thirty (30) days before submitting a Major Phase Application, Developer shall submit to the Executive Director drafts of the materially important submittals of the type listed for Major Phase Applications in Exhibit 2, which shall consist of Items 1.1.1 through 1.1.7 as shown on Exhibit 2 (other than the approximate location of JV Lots described in 1.1.7.5), and any other data as Developer shall so desire concerning the Major Phase. Not less than twenty (20) days before submitting a Major Phase Application, Developer and Authority Staff shall hold



at least one pre-submission meeting at a mutually agreeable time and with appropriate City Agencies that elect to attend. Developer may submit information and materials iteratively, and Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Major Phase Application as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Authority's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.

#### **4.1.2 Submission**

Subject to the terms of the DDA, Developer shall submit each Complete Major Phase Application to the Authority on or before the Outside Date for submittal of each such Major Phase Application as set forth in the Schedule of Performance. Unless otherwise Approved by Developer and the Executive Director, all Major Phase Applications shall include all of the documents and materials described for Major Phase Applications in Exhibit 2 and Exhibit 3.

### **4.2 REVIEW BY AUTHORITY AND CITY AGENCIES**

#### **4.2.1 Authority Review - Initial**

Authority Staff shall review each Major Phase Application as expeditiously as reasonably possible for conformance with the Redevelopment Requirements. Within thirty (30) days following receipt of a Major Phase Application, Authority Staff shall notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Major Phase Application under this DRDAP and are consistent with the type of documents listed in Exhibit 2 for Major Phase Applications. Developer shall promptly correct any such deficiencies and provide any such requested information and materials. The Executive Director shall make a determination of whether a Major Phase Application is a Complete Application no later than thirty (30) days following receipt of such Major Phase Application, as such time period may be extended in accordance with Section 4.1, or, if applicable, no later than fifteen (15) days following receipt of any additional information and materials requested under this Section 4.2.1, and notify Developer of the same. If the Executive Director does not so advise the applicant within such thirty (30) or fifteen (15) day period, as applicable, the Major Phase Application shall be deemed Complete and all time periods for Authority and City review shall run from the date of such deemed Completeness. Notwithstanding the foregoing, a determination that an Major Phase Application is deemed Complete shall not prevent the Executive Director from requesting such additional materials as deemed reasonably necessary for the Authority's and City's review of the Application in accordance with this DRDAP.

#### **4.2.2 City Agency Review – Complete Major Phase Application**

Within three (3) days after the Authority's determination that a Major Phase Application is a Complete Application or within three (3) days after the date that such Application is deemed Complete, Authority Staff shall submit such Complete Major Phase Application, or applicable



portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority's responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Major Phase Application, or applicable portions thereof, within such time.

#### **4.2.3 Authority Review - Complete Major Phase Application**

**4.2.3.1 Major Phase Applications.** Authority Staff shall review each Complete Major Phase Application as expeditiously as reasonably possible. No later than fifteen (15) days after the expiration of the 30-day City Agency review period described in Section 4.2.2 above, Authority Staff shall provide Developer with a summary of all comments received from City Agencies, Authority Staff and any other comments by applicable City Agencies and other Governmental Entities and community organizations consulted by the Authority. Authority Staff shall provide final comments on each Complete Major Phase Application within eighty (80) days following the Authority's determination that the Major Phase Application is a Complete Application.

Authority Staff may propose changes to the Complete Major Phase Application that do not conflict with the Redevelopment Requirements, including changes responding to comments received by City Agencies or others during the 30-day City Agency review period. If Authority Staff proposes any such changes, then the Authority and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Authority; provided such meet and confer period shall run concurrently with, and shall not extend, the eighty (80) day period specified above unless agreed to by Developer and Authority Staff.

Upon the later of (i) the expiration of the eighty (80) day period specified above, as such eighty (80) day period may be extended by mutual agreement of Developer and Authority Staff, or (ii) the occurrence of the applicable Major Phase Decision Agreement, the Executive Director shall submit the Complete Major Phase Application to the Authority Board for review and consideration, with or without Authority Staff recommendation as applicable, at the next regularly-scheduled meeting for which an agenda has not yet been finalized and for which the Authority can prepare and submit a staff report in keeping with standard practices of the Authority. The Authority Board shall take action on each Complete Major Phase Application in accordance with the standards in Section 4.2.4 within thirty (30) days after such Complete Major Phase Application is introduced at a public meeting of the Authority Board for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of the Executive Director to submit the Complete Major Phase Application to the Authority Board, and the failure of the Authority Board to act, within the time frames specified above shall each be a basis for Excusable Delay.



#### **4.2.4 Authority Review - Approval Standard**

All Major Phase Applications shall be reviewed and considered by the Authority Board, and shall be Approved by the Authority Board, in its reasonable discretion, if and to the extent the Major Phase Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and, if applicable, the Land Acquisition Agreements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Authority Board consistent with the requirements of Section 1.1.10 above and 4.2.6 below.

If a Major Phase Application is disapproved by the Authority Board, then the Authority Board shall, at the public hearing during which the Major Phase Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Executive Director, to the best of his or her knowledge, after the hearing and delivered to Developer within ten (10) days of the hearing date. Following any disapproval of a Major Phase Application, Developer may within ninety (90) days following receipt by Developer of such summary (subject to such extensions as may be Approved by the Executive Director) make changes to and resubmit the Major Phase Application. Promptly following the Executive Director's receipt of a revised Complete Major Phase Application, the Executive Director shall submit such revised Complete Major Phase Application in accordance with the procedure set forth in this Section 4.2. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure so long as Developer is making diligent good faith efforts to make changes to the Major Phase Application that are responsive to the matters that the Executive Director cited as the basis for disapproval of the Major Phase Application.

#### **4.2.5 Amendments to Major Phase Approvals**

Developer may apply to the Authority for an amendment to a Major Phase Approval in accordance with the standards and procedures for a Major Phase Application. All proposed amendments shall be subject to review and consideration by the Executive Director, unless the Executive Director determines that the proposed amendment is material, in which case the Executive Director shall submit the proposed amendment to the Authority Board. The Authority Board shall take action on the proposed amendment in accordance with the standards and procedures set forth in Section 4.2.4. Without limiting the foregoing, the Approval of the Authority Board shall be required for proposed amendments that: (i) materially amend the Infrastructure Plan; (ii) materially amend the Phasing Plan (as updated and Approved from time to time); (iii) extend the Outside Dates for Sub-Phase Applications for one or more Sub-Phases within the Major Phase; (iv) increase the number of Sub-Phases with the Major Phase; (v) materially delay the Completion of or otherwise reduce the Associated Public Benefits applicable to one (1) or more Sub-Phases; or (vi) materially extend the time for delivery of Authority Housing Lots within the Major Phase. Extensions of time to which Developer is entitled under the DDA shall not be considered an amendment subject to the provisions of this Section 4.2.5.

#### **4.2.6 Amendments to Phasing Plan**

As provided in Section 3.6 of the DDA, in determining whether to grant its Approval of amendments to the Phasing Plan as part of a Major Phase Application or amendment to a Major Phase Application, the Authority may consider whether the updated Phasing Plan is consistent



with the Phasing Goals; provided, however, with respect to a requested change in the order of Sub-Phases within a Major Phase, the Authority shall Approve such change if it reasonably determines that (i) the affordable housing and other Associated Public Benefits will be developed proportionately with the development of the Market Rate Units and in accordance with the Redevelopment Requirements; (ii) the change in order will not impair the Authority's ability to comply with the CCRL Replacement Housing Obligation or any of its obligations under the TIHDI Agreement, the Transition Rules and Regulations or the Public Trust Conveyance Agreement; (iii) the development of the public rights of way and Infrastructure will be orderly, finished portions of the Project will be generally contiguous, and isolated pockets of development will not be surrounded by construction activity; and (iv) the amount of Infrastructure constructed is appropriate for the amount of Vertical Improvements Constructed and the need to provide continuous reliable service to existing residents and businesses.

## **5. SUB-PHASE APPROVALS**

Following a Major Phase Approval, Developer shall submit, and the Executive Director shall review and Approve or disapprove, Sub-Phase Applications as set forth in the DDA and this Section 5. Notwithstanding the foregoing, Developer may submit the first Sub-Phase Application concurrently with, or at any time after submittal of a Major Phase Application for the Major Phase in which the Sub-Phase is located and prior to the applicable Outside Date set forth in the Schedule of Performance. The purpose of a Sub-Phase Approval is for the Authority to confirm that the Sub-Phase Application conforms to and is consistent with the applicable Redevelopment Requirements and for Developer to obtain Approval by the Authority of the additional detailed information included in a Sub-Phase Application that has not been previously reviewed or Approved by the Authority, before the Authority shall be obligated to convey the property within the Sub-Phase to Developer and before Developer may proceed with development within that Sub-Phase.

### **5.1 APPLICATION PROCESS**

#### **5.1.1 Pre-Submission Conference**

Not less than thirty (30) days before submitting a Sub-Phase Application, Developer shall submit to the Executive Director preliminary maps, plans, and design sketches of the type listed for Sub-Phase Applications in Exhibit 2, and any other data as Developer shall so desire concerning the Sub-Phase. Not less than twenty (20) days before submitting a Sub-Phase Application, Developer and Authority Staff shall hold at least one pre-submission meeting at a mutually agreeable time, with appropriate City Agencies that elect to attend. Developer may submit information and materials iteratively, and Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Sub-Phase Application as specified above, then such failure shall, by itself, not constitute an Event of Default and instead the Authority's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.



### **5.1.2 Submission**

Subject to the terms of the DDA, Developer shall submit each Complete Sub-Phase Application to the Authority on or before the Outside Date for such Sub-Phase Application as set forth in the Schedule of Performance. Unless otherwise Approved by Developer and the Executive Director, Sub-Phase Applications shall include all of the documents and materials described for Sub-Phase Applications in Exhibit 2.

## **5.2 REVIEW BY AUTHORITY AND CITY AGENCIES**

### **5.2.1 Authority Review - Initial**

Authority Staff shall review as expeditiously as reasonably possible each Sub-Phase Application using the same procedures described for Major Phase Applications in Section 4.2.1. A Sub-Phase Application shall not be deemed a Complete Application for purposes of the review periods set forth below until (1) the Executive Director notifies Developer that it is a Complete Application, in which case the review periods shall commence on the date of such notification; or (2) the Executive Director fails to notify Developer that the Sub-Phase Application is either Complete or deficient within the time periods specified in Section 4.2.1 in which case the review periods shall commence on the date that the Sub-Phase Application is deemed Complete pursuant to Section 4.2.1.

### **5.2.2 City Agency Review – Complete Sub-Phase Application**

Within three (3) days after the Authority's determination that a Sub-Phase Application is a Complete Application or within three (3) days after the date that the Sub-Phase Application is deemed to be a Complete Application, Authority Staff shall submit such Complete Sub-Phase Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority's responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Sub-Phase Application, or applicable portions thereof, within such time.

### **5.2.3 Authority Review - Complete Sub-Phase Application**

Authority Staff shall review as expeditiously as reasonably possible each Complete Sub-Phase Application. No later than fifteen (15) days after the expiration of the 30-day City Agency review period described in Section 4.2.2 above, Authority Staff shall provide Developer with a summary of all comments received from City Agencies, Authority Staff and any other comments by applicable City Agencies and other Governmental Entities and community organizations consulted by the Authority. Authority Staff shall provide final comments on each Complete Sub-Phase Application within eighty (80) days following the Authority's determination that the Sub-Phase Application is a Complete Application; provided, that if one or more Schematic Design Applications for Vertical Improvements are submitted concurrently with the Sub-Phase Application, then an additional thirty (30) days shall be added for the first Schematic Design Application and an additional twenty-one (21) days shall be added for each additional Schematic



Design Application for Vertical Improvements submitted concurrently with the applicable Sub-Phase Application.

Authority Staff may propose changes to the Complete Sub-Phase Application that do not conflict with the Redevelopment Requirements, including changes responding to comments received by City Agencies or others during the 30-day City Agency review period. If the Authority proposes any such changes, then the Authority and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by Authority Staff; provided such meet and confer period shall run concurrently with, and shall not extend, the eighty (80) day period specified above (as extended if Schematic Design Applications are submitted simultaneously) unless agreed to by Developer and Authority Staff.

Upon the expiration of the eighty (80) day period specified above in this Section 5.2.3, as such eighty (80) day period may be extended by mutual agreement of Developer and Authority Staff or if Schematic Design Applications are submitted simultaneously, Authority Staff shall submit the Complete Sub-Phase Application to the Executive Director for review and consideration, with or without Authority Staff recommendation, and notify Developer of such submission. The Executive Director shall take action on each Complete Sub-Phase Application in accordance with the standards in Section 5.2.4 within thirty (30) days after such Complete Sub-Phase Application is submitted to the Executive Director for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of Authority Staff to submit the Complete Sub-Phase Application to the Executive Director, or for the Executive Director to act on the Complete Sub-Phase Application, within the time frames specified above shall be a basis for Excusable Delay.

#### **5.2.4 Authority Review - Approval Standard**

All Sub-Phase Applications shall be reviewed and considered by the Executive Director, and shall be Approved if and to the extent the Sub-Phase Application (i) conforms to and is consistent with the Redevelopment Requirements, and, if applicable, the Land Acquisition Agreements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Executive Director consistent with the requirements of Section 1.1.10 and 5.2.6 below.

Without limiting any Approvals required (or the standards for such Approvals) under the ICA or under Section 1.1.7 above, the Approval of the Authority Board shall be required for Sub-Phase Applications that include changes to the Redevelopment Requirements that (i) materially amend the Infrastructure Plan; (ii) materially extend the Outside Dates for Sub-Phase Applications for one or more Sub-Phases within the Major Phase; (iii) increase the number of Sub-Phases with the Major Phase; (iv) materially delay the Completion of or otherwise reduce the Associated Public Benefits applicable to one (1) or more Sub-Phases; (v) materially extend the time for delivery of Authority Housing Lots within the Major Phase; or (vi) materially amend the Phasing Plan.

If a Sub-Phase Application is disapproved by the Executive Director, then the Executive Director shall send a notice to Developer stating the basis for the disapproval by the end of the



thirty (30) day review period cited above. Following any disapproval of a Sub-Phase Application, Developer may within ninety (90) days following receipt by Developer of such notice (subject to such extensions as may be Approved by the Executive Director) make changes to and resubmit the Sub-Phase Application. Promptly following the Executive Director's receipt of a revised Complete Sub-Phase Application, the Executive Director shall review and consider the Sub-Phase Application in accordance with the procedure set forth in this Section 5.2.4. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure so long as Developer is making diligent good faith efforts to make changes to the Sub-Phase Application that are responsive to the matters that the Executive Director cited as the basis for disapproval of the Sub-Phase Application.

#### **5.2.5 Amendments to Sub-Phase Approvals**

Developer may apply to the Authority for an amendment to a Sub-Phase Approval in accordance with the standards and procedures for a Sub-Phase Application. All proposed amendments shall be subject to review, consideration, and approval by the Executive Director and the Authority Board in the manner and under the approval standards established for Sub-Phase Applications, as set forth in Section 5.2.4 above, provided that the following proposed amendments shall, without limitation, require the Approval of the Authority Board in its sole discretion: (i) amendments that materially alter the matters Approved by the Authority Board as part of the applicable Major Phase Approval; (ii) material amendments to the Infrastructure Plan or the Conceptual Parks and Open Space Master Plan; (iii) material extensions of the Schedule of Performance for Completion of the Infrastructure or the Authority Housing Lots within that Sub-Phase; (iv) amendments to the Redevelopment Plan or the Design for Development; (v) material amendments to the timing or substance of the Associated Public Benefits within the Sub-Phase; or (vi) material amendments to the Phasing Plan. Extensions of time to which Developer is entitled under the DDA shall not be considered an amendment subject to the provisions of this Section 5.2.5.

#### **5.2.6 Amendments to Phasing Plan**

As provided in Section 3.6 of the DDA, in determining whether to grant its Approval of amendments to the Phasing Plan as part of a Sub-Phase Application or amendment to a Sub-Phase Application, the Authority may consider whether the updated Phasing Plan is consistent with the Phasing Goals; provided, however, with respect to a requested change in the order of Sub-Phases within a Major Phase, the Authority shall Approve such change if it reasonably determines that (i) the affordable housing and other Associated Public Benefits will be developed proportionately with the development of the Market Rate Housing and in accordance with the Redevelopment Requirements; (ii) the change in order does not impair the Authority's ability to comply with the CCRL Replacement Housing Obligation or any of its obligations under the THDI Agreement, the Transition Rules and Regulations or the Public Trust Conveyance Agreement; (iii) the development of the public rights of way and Infrastructure will be orderly, finished portions of the Project will be generally contiguous, and isolated pockets of development will not be surrounded by construction activity; and (iv) the amount of Infrastructure constructed is appropriate for the amount of Vertical Improvements Constructed and the need to provide continuous reliable service to existing residents and businesses.



## **6. PERMIT PROCESS FOR INFRASTRUCTURE**

At any time after submittal of a Sub-Phase Application and subject to Section 8 hereof, Developer may submit (1) a Street Improvement Permit application to DPW for all Infrastructure to be owned or dedicated to the City or Authority that is contained within the applicable Sub-Phase or associated with the Developable Lots in the Sub-Phase ("Public Infrastructure"), and (2) a Building Permit or Site Permit Application to DBI for all other Infrastructure within the applicable Sub-Phase ("Private Infrastructure").

DPW shall process all Street Improvement Permit applications for Public Infrastructure in accordance with the ICA and Applicable Regulations. DBI shall process all Building Permit Applications for Private Infrastructure in accordance with Section 7 [and the ICA]. However, if Developer submits a Street Improvement Permit application for Public Infrastructure or a Building Permit or Site Permit application for Private Infrastructure before the applicable Sub-Phase Approval, then the time for determining if the application is complete and the time for reviewing and providing comments on the application shall not commence until there has been a Sub-Phase Approval given for the property located within such Sub-Phase. In no event shall applicable Street Improvement Permits for Public Infrastructure or Building Permits for Private Infrastructure be issued prior to the Approval of the applicable Sub-Phase Application.

## **7. VERTICAL APPROVALS**

Developer shall be entitled to seek Approval of Vertical Applications on behalf of future Vertical Developers and assign such Approval to future Vertical Developers, whether such Vertical Developers have been identified or not and whether or not Developer or its Affiliates ultimately serve as such Vertical Developer. In such cases, references in this Section 7 to "Vertical Developer" shall include Developer.

### **7.1 APPLICATION PROCESS**

Vertical Developers (including Developer or its Affiliates when acting as a Vertical Developer or when building Infrastructure subject to this Section 7 as described below) may seek Approval of Vertical Improvements within a Sub-Phase in accordance with this Section 7.

Vertical Application submissions shall differ depending on whether the Vertical Developer elects to follow the Building Permit Process or the Site Permit Process.

*Building Permit Process.* Submittals for the Building Permit process consist of the following three components, to be submitted in the following order: (i) Schematic Design Documents Application, as described in Section 7.2 hereof, (ii) Design Development Documents Application, as described in Section 7.3 hereof, and (iii) Building Permit Application including Construction Documents, as more particularly described in Section 7.4 hereof.

*Site Permit Process.* As an alternative to the City's Building Permit process, Section 106A.3.4.2 of the Building Code provides an alternative building permit process whereby a site permit may be issued for the construction of a building or structure upon approval of preliminary drawings and before the entire working drawings and specifications of the building or structure have been completed and submitted for approval. Under the Site Permit process, no construction



work is permitted to be done under the Site Permit, but construction may proceed after the appropriate addenda have been issued. Plans for construction may be divided and submitted in accordance with an addenda schedule submitted on the site permit drawings or on the first addendum drawings.

Submittals required under this DRDAP for the Site Permit Process will consist of the following two components to be submitted in the following order: (i) a Schematic Design Documents Application, as described in Section 7.2 hereof, and (ii) a Site Permit Application, with a series of Addenda, including a Design Development Addendum, as more particularly described in Section 7.5 hereof.

Under either the Building Permit process or the Site Permit process, Developer or, with the Approval of Developer in its sole discretion, Vertical Developer, may submit Schematic Design Documents for Vertical Improvements for one Lot concurrently with, or at any time following, submittal of an applicable Sub-Phase Application; provided, however, that no Vertical Approval shall be given by the Authority until after the Sub-Phase Approval for the Sub-Phase in which the Lot is located. Whether document submittals meet the applicable percentage of completion requirement described in this DRDAP shall be determined in the reasonable discretion of the Executive Director.

Schematic Design Documents Applications shall be Approved or disapproved by the Authority Board. Design Development Documents Applications and Design Development Addenda shall be Approved or disapproved by the Executive Director (unless the Application includes material amendments to the Schematic Design Documents Approval, which shall require Approval by the Authority Board). In the case of the Site Permit process, the Design Development Addendum must also be approved by DBI. DBI is responsible for Approval of Construction Documents Applications after review and approval by the Authority Executive Director for consistency with the Redevelopment Requirements.

Where a Schematic Design Documents Application is submitted before Approval of the Sub-Phase Application to which it relates, the Authority shall process the Applications simultaneously but under the separate approval processes described in this DRDAP. The Authority's time for determining that a Schematic Design Document Application is a Complete Application, and then for reviewing and providing comments on the Schematic Design Document Application pursuant to this DRDAP, shall not commence until the Sub-Phase Application for the area in which the Schematic Design Document Application is located has been Approved.

#### **7.1.1 Pre-Submission Conference**

Not less than thirty (30) days before submitting a Vertical Application, Vertical Developer shall submit to the Executive Director preliminary maps, plans, and design sketches of the type listed for Vertical Applications in Exhibit 2, and any other data as Vertical Developer shall so desire concerning the applicable Lot. Not less than fifteen (15) days before submitting a Vertical Application, Vertical Developer and Authority Staff shall hold at least one pre-submission meeting at a mutually agreeable time with appropriate City Agencies that elect to attend. Vertical Developer may submit information and materials iteratively, and Vertical



Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Vertical Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Vertical Application as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Authority's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by twenty (20) days (e.g., if a Vertical Application is submitted before submitting such preliminary documents or scheduling such a pre-submission meeting, then the Authority's time to determine that such Application is a Complete Application shall be extended from ten (10) days to thirty (30) days).

## **7.2 REVIEW OF SCHEMATIC DESIGN DOCUMENTS**

**"Schematic Design Documents"** refer to schematic design level of detail for a specific Vertical Improvement, building upon the massing and design concepts outlined in the Major Phase Approval and Sub-Phase Approval and, unless otherwise mutually Approved by Vertical Developer and the Executive Director, each in their sole discretion, shall include the documents and materials described for Schematic Design Documents Applications in Exhibit 2.

### **7.2.1 Authority Review - Initial**

Authority Staff shall review each Schematic Design Document Application as expeditiously as reasonably possible using the same procedures described for Major Phase Applications in Section 4.2.1. A Schematic Design Document Application shall not be deemed a Complete Application for purposes of the review periods set forth below until (1) the Executive Director notifies Developer that it is a Complete Application and the review periods shall commence on the date of such notification; or (2) the Executive Director fails to notify Developer that the Schematic Design Document Application is either Complete or deficient within the time periods specified in Section 4.2.1 in which case the review periods shall commence on the date that the Schematic Design Document Application is deemed Complete pursuant to Section 4.2.1.

### **7.2.2 City Agency Review – Complete Schematic Design Document Application**

Within three (3) days after the Authority's determination that a Schematic Design Document Application is a Complete Application or within three (3) days after the date that the Schematic Design Application is deemed to be a Complete Application, Authority Staff shall submit such Complete Schematic Design Documents Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority's responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Schematic Design Documents Application, or applicable portions thereof, within such time.



### **7.2.3 Authority Review – Complete Schematic Design Document Application**

Authority Staff shall review as expeditiously as reasonably possible each Complete Schematic Design Document Application and shall notify Vertical Developer of Authority Staff's comments and comments received from City Agencies promptly as such comments are made and received. Authority Staff shall provide final comments on each Complete Schematic Design Document Application within sixty (60) days (for Applications pertaining to buildings seventy (70) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over seventy (70) feet in height) following the Authority's determination that the Schematic Design Document Application is a Complete Application or the date that the Schematic Design Document Application is deemed to be a Complete Application.

Authority Staff may propose changes to the Complete Schematic Design Documents Application that do not conflict with the Redevelopment Requirements, including changes responding to comments received by City Agencies or others during the 30-day City Agency review period. If Authority Staff proposes any such changes, then Authority Staff and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Authority; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) or eighty (80) day period described above, as applicable, unless agreed to by Developer and Authority Staff.

Notwithstanding the foregoing, if one or more Vertical Developers (including Developer acting as a Vertical Developer) submits a subsequent Complete Schematic Design Document Application for a different Lot within fifteen (15) days of the date of submittal of a previous Schematic Design Document Application, then the Authority shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Schematic Design Document Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

Upon the expiration of the sixty (60) or eighty (80) day period specified above in this Section 7.2.3, as such sixty (60) or eighty (80) day period may be extended by mutual agreement of Developer and the Executive Director or as otherwise provided in this Section 7.2.3 for submittals for multiple Lots, the Executive Director shall submit the Complete Schematic Design Documents Application to the Authority Board for review and consideration at the next regularly-scheduled meeting of the Authority Board for which an agenda has not yet been finalized and for which the Authority can prepare and submit a staff report in keeping with standard practices of the Authority. The Authority Board shall take action on each Complete Schematic Design Documents Application in accordance with the standards in Section 7.2.4 within thirty (30) days after such Complete Schematic Design Documents Application is introduced at a public meeting of the Authority Board for review and Approval, unless Vertical Developer, in its sole discretion Approves an extension of such period.



#### **7.2.4 Authority Review - Approval Standard**

All Schematic Design Documents Applications shall be reviewed and considered by the Authority Board, and shall be Approved by the Authority Board if and to the extent the Schematic Design Documents Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Authority Board consistent with the requirements of Sections 1.1.10. For Schematic Design Document Applications for Historic Resources, the Authority shall not Approve the Schematic Design Documents without first consulting with a qualified professional preservation architect, planner, architectural historian or other professional experienced in the application of Secretary's Standards for Rehabilitation to adaptive reuse projects (the "Preservation Specialist") as to whether or not the Schematic Design Documents meet the standards of the Design for Development for historic rehabilitation.

If a Schematic Design Documents Application is disapproved by the Authority Board, then the Authority Board of Directors shall, at the public hearing during which the Schematic Design Documents Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Executive Director after the hearing and delivered to Vertical Developer within ten (10) days of the hearing date. Following any disapproval of a Schematic Design Documents Application, Vertical Developer may make changes to and resubmit the Schematic Design Documents Application at any time. Promptly following the Executive Director's receipt of a revised Complete Schematic Design Documents Application, the Executive Director shall submit such revised Complete Schematic Design Documents Application in accordance with the procedure set forth in this Section 7.2.

#### **7.2.5 Amendments to Schematic Design Documents Approvals**

Vertical Developers may apply to the Authority for an amendment to a Schematic Design Documents Approval in accordance with the standards and procedures for a Schematic Design Document Application. All proposed amendments to Schematic Design Documents shall be subject to review and Approval by the Executive Director, unless the Executive Director determines that the proposed amendment is material, in which case the Authority Board shall take action on the proposed amendment in accordance with the standards and procedures set forth in Section 7.2.

### **7.3 REVIEW OF DESIGN DEVELOPMENT**

"Design Development Documents" refer to design development level of detail for a specific Improvement and, unless otherwise Approved by Vertical Developer and the Executive Director each in their sole discretion, shall include the documents and materials described for Design Development Documents in Exhibit 2. The purpose of this submittal is to expand upon the Schematic Design Documents, incorporate changes resulting from resolution of comments and concerns raised during the review of the Schematic Design Documents in accordance with Sections 7.2.1 and 7.2.2, and prepare drawings and other documents for architectural, structural, mechanical and electrical systems.



### **7.3.1 Authority Review - Initial**

Authority Staff shall review as expeditiously as reasonably possible each Design Development Application using the same procedures described for Major Phase Applications in Section 4.2.1. A Design Development Application shall not be deemed a Complete Application for purposes of the review periods set forth below until (1) the Executive Director notifies Developer that it is a Complete Application or (2) the Executive Director fails to notify Developer that the Design Development Application is either Complete or deficient within the time periods specified in Section 4.2.1 in which case the review periods shall commence on the date that the Design Development Application is deemed Complete pursuant to Section 4.2.1.

### **7.3.2 City Agency Review – Complete Design Development Application**

Within three (3) days of the Authority's determination that a Design Development Application is a Complete Application, Authority Staff shall submit such Complete Design Development Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency's receipt of the submittal. Consistent with the Authority's responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Design Development Application, or applicable portions thereof, within such time.

### **7.3.3 Authority Review – Complete Design Development Application**

Authority Staff shall review as expeditiously as reasonably possible each Complete Design Development Application and shall notify Vertical Developer of Authority Staff's comments and comments received from City Agencies promptly as such comments are made and received. Authority Staff shall provide a set of final comments on each Complete Design Development Application. within sixty (60) days (for Applications pertaining to buildings seventy (70) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over seventy (70) feet in height) following the Authority's determination that the Design Development Application is a Complete Application or the date that the Design Development Application is deemed complete. Notwithstanding the foregoing, if one or more Vertical Developers (including Developer acting as a Vertical Developer), submits a subsequent Complete Design Development Document Application for a different Lot within fifteen (15) days of the date of submittal of a previous Design Development Document Application, then the Authority shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Design Development Document Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay. Authority Staff with the approval of the Executive Director may propose changes to the Complete Design Development Application that do not conflict with the Redevelopment Requirements and at the end of the applicable review period, the Executive Director may issue a Conditional Approval subject to the standards in Section 7.3.4. A Conditional Approval shall include a comprehensive list of conditions or changes, if any, required by the Authority, taking into consideration comments received by City Agencies or others during the 30-day City Agency review period, which if made by Vertical Developer, would result in an Approved Design Development Application. Vertical Developer



may, in its sole discretion, elect to accept the Conditional Approval, in which case, no further Design Development Application Approval shall be required, provided, however, that the Authority and DBI may disapprove any Construction Documents that do not reflect the changes or satisfaction of conditions set forth in the Conditional Approval.

If Vertical Developer disagrees with any of the changes or conditions set forth in the Conditional Approval, then the Authority and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Authority. At the close of such thirty (30) day period, the Executive Director shall take action on the Complete Design Development Application in accordance with the standards in Section 7.3.4. If Vertical Developer submitted the Design Development Application as a Design Development Addendum to a Site Permit application, DBI shall approve the Design Development Addendum upon the Approval by the Executive Director or the Vertical Developer's acceptance of the Conditional Approval, as applicable, subject to DBI's review for consistency with Applicable Regulations.

#### **7.3.4 Authority Review - Approval Standard**

All Design Development Applications shall be reviewed and considered by the Executive Director, and shall be Approved or Conditionally Approved, if and to the extent the Design Development Application (i) conforms to and is consistent with the applicable Redevelopment Requirements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Executive Director consistent with the requirements of Section 1.1.10 above. For Design Development Applications for Vertical Improvements to Historic Resources, the Authority shall not Approve the Design Development Application without first consulting with a Preservation Specialist as to whether or not the Design Development Application meets the standards of the Design for Development for historic rehabilitation.

If the applicant disagrees with the Conditional Approval and the Design Development Application is disapproved by the Executive Director, then the Executive Director shall send a notice to the applicant stating the basis for the disapproval by the end of the thirty (30) day review period cited above. The applicant shall have the opportunity to make changes to and resubmit the Design Development Application from time to time. Promptly following the Executive Director's receipt of a revised Complete Design Development Application, the Executive Director shall review and consider such Application in accordance with the procedure set forth in this Section 7.3.

#### **7.3.5 Amendments to Design Development Documents Approvals**

Vertical Developer may apply to the Authority for an amendment to Design Development Documents consistent with, to the extent applicable, the requirements for Design Development Documents. All proposed amendments to Design Development Documents shall be subject to review and Approval by the Executive Director in the manner and to the extent set forth in Section 7.3; provided that proposed amendments that materially amend the Schematic Design Documents shall be reviewed under the standards and procedures applicable to Schematic Design Documents in Section 7.2. Exceptions may not be requested through an application for an amendment.



## 7.4 REVIEW OF CONSTRUCTION DOCUMENTS: BUILDING PERMIT PROCESS

“**Construction Documents**” consist of the documents and materials described for Construction Documents in Exhibit 2 for a specific Improvement unless otherwise mutually Approved by the Executive Director, DBI and Vertical Developer, each in their sole discretion. The purpose of this submittal is to allow for application for and receipt of all Authorizations required in order to Commence and Complete the applicable Improvements, including issuance of a building permit by DBI. This review process is intended to avoid duplicative review by following DBI’s Building Permit process (as described in this Section 7.4) but also provides for time periods and standards for review of Construction Document submittals that are routed by DBI for review by applicable City Agencies, which also include the Authority in this case.

### 7.4.1 DBI, Authority and City Agency Review – Complete Construction Documents Application

Vertical Developers following the Building Permit process shall submit a Construction Documents Application (also referred to as a Building Permit Application) to DBI and shall concurrently submit the Construction Documents to Authority. Under the Building Permit process, Vertical Developer shall not submit a Construction Documents Application until both the Schematic Design Documents Application has been Approved and the Design Development Document Application process in Section 7.3 hereof has resulted in a Conditional Approval with all conditions accepted by Vertical Developer or in an Approved Design Development Application.

DBI in accordance with the ICA, shall notify Vertical Developer as soon as practicable, but in no event more than thirty (30) days after submittal of a Construction Documents Application, whether additional application materials are required to complete its review. DBI shall circulate permit applications to the appropriate City Agencies within three (3) days of the date that DBI has received all necessary application materials required to complete its review, or thirty (30) days after DBI received the initial submittal of the Construction Document Application if DBI or Authority has not notified Vertical Developer whether additional application materials are required to complete its review, whichever is later (the “Complete Application Delivery Date”). The Authority and the City Agencies will review Construction Document Applications received for consistency with the Applicable Regulations. Each City Agency and the Authority will provide any comments on the submittal to DBI within thirty (30) days from the Complete Application Delivery Date. Consistent with the Authority’s responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Construction Documents Application, or applicable portions thereof, within such time.

### 7.4.2 DBI Review – Complete Construction Documents Application

In accordance with the ICA, DBI shall provide final comments on each Complete Construction Documents Application, including changes responding to comments received from the Authority and City Agencies or others during the 30-day Authority and City Agency review period, within sixty (60) days (for Applications pertaining to buildings seventy (70) feet in height



and under) or within eighty (80) days (for Applications pertaining to buildings over seventy (70) feet in height) following the Complete Application Delivery Date. Notwithstanding the foregoing, if one or more Vertical Developers (including Developer acting as a Vertical Developer), submits a subsequent Complete Construction Documents Application for a different Lot within fifteen (15) days of the date of submittal of a previous Construction Documents Application, then DBI shall be entitled to an additional fifteen (15) days to review and determine whether additional application materials are required to complete its review for purposes of establishing the Complete Application Delivery Date. Any such extension shall not be the basis for Excusable Delay.

In its comments on the Construction Documents Application, DBI may propose changes to the Construction Documents Application that do not conflict with the Redevelopment Requirements. If DBI proposes any such changes, then DBI, the Authority and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by DBI; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) and eighty (80) day period specified above (as extended for multiple Applications as set forth above) unless agreed to by Developer, DBI and Authority Staff. Vertical Developer shall have the right at any time after such period has run to require that DBI and the Executive Director consider the submitted Complete Construction Documents Application.

Within thirty (30) days after the close of the periods described above in this Section 7.4.2, DBI and the Executive Director shall take action on each Complete Construction Documents Application in accordance with the standards in Section 7.4.3.

#### **7.4.3 DBI and Authority Review - Approval Standard**

DBI approval of Construction Document Applications shall be made in accordance with Applicable Regulations.

All Construction Documents Applications shall be Approved by the Executive Director if and to the extent the Construction Documents Application (i) conforms to and is consistent with the applicable Redevelopment Requirements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Executive Director consistent with the requirements of Sections 1.1.10 above.

If a Construction Document Application is disapproved by DBI or the Executive Director, then DBI or the Executive Director, as applicable, shall send a notice to the applicant stating the basis for the disapproval by the end of the sixty (60) and eighty (80) day review period cited above. The applicant shall have the opportunity to make changes to and resubmit the Construction Documents Application from time to time. Promptly following DBI's and the Executive Director's receipt of a revised Construction Document Application, DBI and the Executive Director shall review and consider such Application in accordance with the procedure set forth in this Section 7.4. The approval of the Authority shall not override the review authority of DBI under the standards and procedures of the Applicable Regulations, and the



approval of DBI shall not override the review authority of the Authority under the Redevelopment Requirements.

Construction Documents shall not be Approved until the conditions and requirements set forth in [Section 4.5] of the DDA have been satisfied or waived by the Authority

#### **7.4.4 Amendments to Construction Documents Approvals**

Vertical Developer may apply to the Authority and DBI for an amendment to Construction Documents consistent with the Applicable Regulations.

All proposed amendments to the Construction Documents shall be reviewed and considered by DBI and the Executive Director in the manner and to the extent set forth in Section 7.4; provided that proposed amendments that materially amend the Approved Schematic Design Documents shall be reviewed under the standards and procedures applicable to Schematic Design Documents in Section 7.2.

#### **7.5 Site Permit Process.**

A Vertical Developer may elect to follow the City's Site Permit Process instead of the Building Permit process described above. Under the Site Permit process, a Vertical Developer may submit a Site Permit Application at any time after Approval of the Sub-Phase in which the applicable Lot is located, provided, however, that if the Authority has not Approved the applicable Schematic Design Application prior to submittal of the Site Permit Application, then the Site Permit Application shall include the Schematic Design Application described in Section 7.2 hereof with the materials specified in Exhibit 2, Section 1.3 hereof and the time for determining that a Site Permit Application is a Complete Application, and then for reviewing and providing comments on the Site Permit Application pursuant to this DRDAP, shall not commence until the Schematic Design Application for the area in which the Site Permit Application is located has been Approved. In no event shall the Site Permit Application be approved until after Approval of Schematic Design Drawings by the Authority Board for the applicable Vertical Improvement.

Unlike the Building Permit process where the Design Development Application must be Approved or Conditionally Approved prior to submittal of the Building Permit Application, under the Site Permit process, the Design Development Application is processed as an Addendum to the Site Permit. All other Construction Documents may be divided and submitted to DBI in accordance with an addenda schedule for the Lot(s) prepared by Developer in consultation with the Executive Director and approved by DBI. If a Vertical Developer elects the Site Permit Process, then the following submittals and approvals shall be required. Submittal of Site Permit Application.

Vertical Developer using the Site Permit Process shall submit a Site Permit Application to DBI, with a copy to the Executive Director. The Site Permit Application shall include all DBI requirements. If the Site Permit Application is submitted prior to Schematic Design Approval, it shall include at a minimum, the Schematic Design Application described in Section 7.2 hereof with the materials specified in Exhibit 2, Section 1.3 hereof. DBI shall not



approve the Site Permit Application until Approval of the applicable Schematic Design Application by the Authority Board in accordance with Sections 7.1 and 7.2 hereof.

#### **7.5.1 Design Development Document Addendum**

The Site Permit Addenda package under an approved Site Permit Application shall include a Design Development Document Addendum, consistent with the requirements of Section 7.3 hereof and Exhibit 2, Section 1.4. The Design Development Document Addendum shall be processed in accordance with the review and approval procedures set forth in Section 7.3 hereof.

#### **7.5.2 Construction Document Addenda.**

Each Construction Document Addendum submitted in accordance with the approved Site Permit Addenda package shall be deemed a separate Construction Document Application and each Addendum (other than the Design Development Document Addendum) shall be processed in accordance with the review and approval procedures of Section 7.4 hereof applicable to Construction Document Applications.

### **8. BUILDINGS AND STRUCTURES THAT ARE PART OF INFRASTRUCTURE INCLUDING BUILDINGS IN PARKS AND OPEN SPACE**

Design review of buildings and structures that are included as Public Infrastructure shall be processed in accordance with Section 3, Section 5, Section 6 and the provisions of Exhibit 2 for Sub-Phase Applications if such buildings and structures are 2,500 s.f. or less, and shall be processed in accordance with Section 3, Section 6, Section 7 and the provisions of Exhibit 2 for Vertical Applications if such buildings and structures are in excess of 2,500 s.f.

### **9. OTHER CITY PERMITS**

#### **9.1 COMPLIANCE WITH OTHER LAWS**

No review by the Authority will be made or Approval given as to the compliance of any Approval with any building codes and standards, including building engineering and structural design, or any other applicable State or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any State or federal law or regulation related to the suitability of the improvements for use by persons with physical disabilities. Developer and Vertical Developers shall be responsible for all such compliance.

#### **9.2 AUTHORITY REVIEW OF CITY PERMITS**

No building permit, or any other City permit, including but not limited to any permits required by DPW, shall be issued unless the Authority has first reviewed such building permit or other City permit for consistency with the Redevelopment Requirements and has signed off on the building permit or other City permit. For purposes hereof, review by Authority Staff pursuant to the procedures of Sections 7.4 or 7.5 hereof shall constitute Authority review for



permits covered under Sections 7.4 or 7.5. The Authority shall complete its review of permits not covered under Sections 7.4 or 7.5 within thirty (30) days from receipt of the permit.

**10. GOVERNMENT REQUIRED PROVISIONS, CHANGES**

Where a change in a Complete Major Phase Application, Complete Sub-Phase Application, Complete Schematic Design Documents Application, Complete Design Development Documents Application, Complete Construction Documents Application, complete Site Permit Application or Complete Site Permit Addenda is required by a City Agency or other Governmental Entity and such City Agency or Governmental Entity has authority to require such change pursuant to either applicable State or federal law or, in the case of City Agencies, pursuant to the Development Agreement or ICA, the Authority and the Developer and Vertical Developers, as applicable, acknowledge and agree that: (i) they will meet and confer and make every reasonable effort to respond to such requirement in a manner that is consistent with the Redevelopment Requirements and applicable State and federal law; and (ii) the Authority will not deny its Approval of any change that is required to comply with applicable State or federal law or the requirements of City Agencies and Governmental Entities that do not conflict with the Redevelopment Requirements.



## **EXHIBIT 1**

### **Definitions**

“**Addendum**” or “**Addenda**” means an Addendum to a Site Permit, issued by DBI pursuant to Building Code Section 106A.3.4.2..

“**Applicable Regulations**” is defined in the Development Agreement, which definition is, as of the Reference Date, (1) the Redevelopment Documents; (2) to the extent consistent therewith and not superseded by the Redevelopment Documents or CCRL, the Existing City Regulations (which include all provisions of the Building Construction Codes, i.e., the Parties understand and agree that no provision of the Building Construction Codes is inconsistent with or superseded by the Redevelopment Plan or the Development Agreement unless expressly specified in the Redevelopment Plan or Development Agreement, as applicable); (3) new or changed Development Fees and Exactions to the extent permitted under the Development Agreement and DDA; (4) the Mitigation Measures; and (5) the Transaction Documents

“**Application**” means, individually or collectively as the context requires, a Major Phase Application, Sub-Phase Application or Vertical Application.

“**Associated Public Benefits**” as defined in the DDA means public parks, open space and other public and community benefits that are tied to particular Sub-Phases as described in the Phasing Plan and the Schedule of Performance that Developer must Complete on or before the applicable Outside Date set forth in the Phasing Plan and the Schedule of Performance.

“**Building Permit**” means a building permit issued by DBI pursuant to the City’s Building Code.

“**CCRL**” means the California Community Redevelopment Law (California Health and Safety Code § 33000 et seq.).

“**Charter**” means the charter of the City.

“**Commercial Lot**” means a Lot that is not a Residential Lot on which the primary use is intended or primarily suited for use as an office, light industrial, green technology or other commercial use.

“**Complete Application**” means, with respect to an Application, the submission of all documents and materials in such detail as is required under the DDA and this DRDAP for such Application.

“**Conveyance Agreement**” means [defined in DDA]

“**DBI**” means the City’s Department of Building Inspection, or any successor public agency designated by or under law.



**“DDA”** means that certain Disposition and Development Agreement (Treasure Island and Yerba Buena Island) between the Authority and Developer to which this DRDAP is attached.

**“Design Development Documents”** has the meaning set forth in Section 7.3.

**“Design Document”** means, individually or collectively as the context requires, Schematic Design Documents, Design Development Documents and/or Construction Documents.

**“Director of Public Works”** means the Director of the Department of Public Works, or his or her designee.

**“Executive Director”** means the Authority Executive Director or his or her designee.

**“ICA”** means the Interagency Cooperation Agreement between the City and the Authority for the Project, as attached to and defined in the DDA.

**“Infrastructure”** means those items identified in the Infrastructure Plan including open space improvements (including park improvements and restrooms), streets, rails, sewer and storm drainage systems, water systems, street improvements (including freeway ramps or other demolition), traffic signal systems, dry utilities and other improvements any of which are to be constructed in or for the benefit of the applicable real property or any other matters described in the Infrastructure Plan, and shall include such work as is necessary to deliver real property to State Parks and the State Lands Commission in the condition required under the applicable Land Acquisition Agreement, or otherwise so as to create Developable Lots as set forth in Section 7.8 of the DDA.

**“Major Phase”** means

**“Major Phase Application”** means an Application for a Major Phase Approval.

**“Open Space Lots”** means all of the public open space areas on Treasure Island identified in the Design for Development Section T1.3 other than the School Open Space, and all of the public open space areas on Yerba Buena Island identified in the Design for Development Section Y1.

**“Outside Date”** means the last date by which a particular obligation may be satisfied, as such date is set forth in the Schedule of Performance.

**“Planning Department”** means the Planning Department of the City, or any successor public agency designated by or under law.

**“Planning Commission”** means the Commission of the Planning Department, or any successor governing body of the Planning Department designated by or under law.



**“Redevelopment Documents”** is defined in the DDA, which definition, as of the Reference Date, means (a) the Redevelopment Plan; (b) the Design for Development; and (c) the Plan Documents.

**“Redevelopment Requirements”** is defined in the DDA, which definition is, as of the Reference Date, (i) the applicable Redevelopment Documents, (ii) the DDA, (iii) documents Approved under the DRDAP and (iv) applicable provisions of the CCRL.

**“Schematic Design Documents”** has the meaning set forth in Section 7.2.

**“Site Permit”** means a site permit issued by the City’s Department of Building Inspection pursuant to Section 106A.3.4.2 of the City’s Building Code

**“Sub-Phase Application”** means an Application for a Sub-Phase Approval.

**“Authority Staff”** means employees of the Authority or other City staff or outside consultants retained and authorized by the Authority to review and/or approve Applications under this DRDAP on behalf of the Authority.

**“Vertical Application”** means, individually or collectively as the context requires, the Schematic Design Application, Design Development Application, Construction Document Application, Site Permit Application, or Site Permit Addenda Application applicable to a Vertical Project.

**“Vertical Approval”** means that the Schematic Design Application, Design Development Application, Construction Document Application, Site Permit Application, or Site Permit Addenda Application applicable to a Vertical Project have each been Approved in accordance with the terms of this DRDAP, as the same may be amended from time to time in accordance with the terms of this DRDAP.

**“Vertical Improvements”** means an Improvement to be developed under the DDA that is not Infrastructure or Improvements required to be Completed by Developer for the Open Space Lots.



## **EXHIBIT 2**

### **Documents to be Submitted for Major Phase Applications, Sub-Phase Applications and Vertical Applications**

During each stage of the project design review process set forth in this DRDAP, Authority Staff and the applicant may approve changes to the scale of the drawings set forth herein. Recognizing that each Improvement is unique, the applicant and the Authority may approve changes to the type and scope of documents set forth in this DRDAP for a particular Application, including in order to ensure consistency with standards and guidelines in the Redevelopment Requirements.

Construction Documents and other Design Documents to be submitted shall be prepared by an architect, landscape architect, or a civil engineer, as applicable, licensed to practice in and by the State of California.

#### **1.1. Major Phase Applications**

Major Phase Applications submitted to the Authority shall be in the form of six (6) hard copies and one (1) digital file. A Major Phase Application shall include the following documents:

##### **1.1.1. Written Narrative Statement**

Each submittal shall include a narrative as to the status of the Major Phase Decisions, including a schedule and manner of proceeding to the extent that a Major Phase Decision Agreement has not yet been reached. In addition, each submittal shall include a written statement regarding: (a) the proposed land use program; (b) conformance with the Design for Development; (c) sustainability measures to be implemented within the Major Phase and conformance with any Green Building Specifications applicable to Infrastructure within the Major Phase; (d) a summary of material conditions that must be satisfied under the DDA during the course of the Major Phase; (f) a written description and map to show each of the proposed Sub-Phases within the Major Phase, including an identification of the first Sub-Phase and the proposed sequencing of the subsequent Sub-Phases at a conceptual level, the proposed Commencement of the first Sub-Phase and the preliminary estimate of construction duration for the first Sub-Phase; (g) a description of those Infrastructure and Associated Public Benefits and Developer's obligations under the Housing Plan that are triggered in the applicable Major Phase by reason of geographic adjacencies or completion of units count in accordance with the Schedule of Performance; (h) if there are any changes in the boundaries of the Sub-Phases as set forth in the Phasing Plan or the sequence of Application for or Commencement of the Sub-Phases as set forth in the Schedule



of Performance, a description of and explanation for the proposed changes.

**1.1.2. Major Phase Decisions**

Each submittal shall include written materials addressing each of the following Major Phase Decisions as required under the Conveyance Agreement and Section \_\_\_\_ of the DDA:

- 1.1.2.1. The proposed location of Residential Auction Lots within that Major Phase by various Product Types.
- 1.1.2.2. The qualifications of Auction Lot bidders by Product Type for that Major Phase based on the Auction Bidder Selection Guidelines.
- 1.1.2.3. Minimum bid prices for the Residential Auction Lots and Non-Critical Commercial Lots based on an updated pro forma submitted with the Major Phase Application.
- 1.1.2.4. The Excess Land Appreciation Structure for that Major Phase for each Product Type in the Major Phase.

**1.1.3. Schedule of Performance**

Each submittal shall include a report regarding compliance with the Schedule of Performance and proposed changes to the Schedule of Performance, if any, for the submission of Sub-Phase Applications and the Commencement and Completion of all Infrastructure and Associated Public Benefits for each Sub-Phase within the Major Phase. Any proposed change to the Schedule of Performance shall include a description of and explanation for the proposed change.

**1.1.4. Phasing Plan**

Within the Major Phase, any anticipated changes to the Phasing Plan attached to the DDA, as may have been updated and approved from time to time, including a description of the reasons for the change and compliance with the Phasing Goals. In addition, the submittal shall include a description of the phasing of construction of temporary Improvements, including temporary or interim parking facilities, temporary or interim community facilities, construction staging areas, and interim Infrastructure, if any, shall be indicated.

**1.1.5. Data Charts**

Each submittal shall include the following data charts:

- 1.1.5.1. Approximate square footages of all Residential Auction Lots and Authority Housing Lots;



- 1.1.5.2. Program of uses and approximate aggregate square footage of use type by Sub-Phase;
- 1.1.5.3. A Housing Data Table, as described in the Housing Plan.
- 1.1.5.4. Estimated Major Phase aggregate development in relation to the total allowable building program;
- 1.1.5.5. Approximate anticipated building heights;
- 1.1.5.6. Maximum number of off-street private automobile parking spaces for residential and commercial uses allocated to the Major Phase, number of existing and previously approved off-street parking spaces in any previous Major Phase, and number of allocated but unbuilt parking spaces from a prior Major Phase being carried over to the applicable Major Phase, if any; and
- 1.1.5.7. Status of overall development build-out for previous Major Phases, if any.

**1.1.6. Vicinity Plan**

In addition to the Site Plan covering the Major Phase, a diagrammatic Vicinity Plan should be submitted showing the Major Phase in the context of planned and existing Improvements surrounding the Major Phase and including the following information:

- 1.1.6.1. Land uses on surrounding blocks within and outside the Project Site;
- 1.1.6.2. Utilities, including interim facilities;
- 1.1.6.3. Vehicular, transit, bicycle and pedestrian circulation;
- 1.1.6.4. Public open space; and
- 1.1.6.5. Community Facilities.

If there are proposed changes to the location of these spaces from the Redevelopment Plan, Design for Development, Transportation Plan, Community Facilities Plan, Conceptual Parks and Open Space Master Plan or Infrastructure Plan, the submittal should include a description of and explanation for the proposed changes.

**1.1.7. Site Plan**

The Site Plan will pertain to the total area of development and improvement included in the Major Phase, including the Blocks,



streets, Parks and Open Space and Infrastructure. A Site Plan or Plans as needed (at a scale of 1" = 100'), should conceptually indicate:

- 1.1.7.1. Location of potential uses;
- 1.1.7.2. Sub-Phase blocks, proposed approximate parcel boundaries and dimensions to the extent reasonably known or anticipated;
- 1.1.7.3. Location of Public Property (i.e. sites that will not be conveyed via Ground Lease or fee title to Developer);
- 1.1.7.4. Generalized lot coverage and conceptual diagrams of massing, height and bulk of future buildings illustrated in neighborhood-wide plans, sections and three dimensional figures (note that changes to the lot coverage and conceptual diagrams in subsequent Sub-Phase Applications shall not be considered deviations requiring additional review by the Executive Director).
- 1.1.7.5. Approximate location of Auction Lots and JV Lots;
- 1.1.7.6. Approximate location of Authority Housing Lots;
- 1.1.7.7. Planned public open space areas, within and surrounding the proposed Major Phase;
- 1.1.7.8. Diagram of proposed roads and sidewalks separating blocks, and, to the extent known, Mid-Block Alleys and pedestrian connections;
- 1.1.7.9. Identification of the streets and Blocks/Lots in the Major Phase that will be impressed with the Public Trust consistent with the Public Trust Exchange Agreement; and
- 1.1.7.10. Streetscape improvements consistent with the Streetscape Master Plan.

If there are any changes from the Land Use Plan, the submittal should include a description of and explanation for the proposed changes.

#### **1.1.8. Infrastructure Plans and Documents**

Illustrative concept plans for Infrastructure shall be submitted for both transportation systems and utilities within that Major Phase and shall correspond to any Improvements to be provided with the applicable transfer map or vesting tentative transfer map.



1.1.8.1. Transportation

Plans submitted shall indicate the relationship of the Major Phase to the overall transportation system serving the Project Site. This may pertain to specific portions of these facilities to be constructed as a part of the Major Phase, and/or connections to facilities outside the boundaries of the Major Phase. For a particular Major Phase, the following shall be submitted as they relate to all public spaces within the Major Phase:

1.1.8.1.1. Transit

- 1.1.8.1.1.1. Narrative materials with a discussion of transit serving the Major Phase;

1.1.8.1.2. Roadways

- 1.1.8.1.2.1. Plans of new or reconstructed streets including any new or reconstructed streets to be impressed with the Public Trust consistent with the Public Trust Exchange;
- 1.1.8.1.2.2. Plan views and road sections consistent with the Infrastructure Plan and the Public Trust Exchange, as applicable;
- 1.1.8.1.2.3. Plan view of recreational bike trails and, if applicable, any separate commuter bike routes;

1.1.8.1.3. Pedestrian routes and improvements

- 1.1.8.1.3.1. Sidewalk widths and pedestrian amenities;
- 1.1.8.1.3.2. Approximate locations of Public Alleys adjacent to Parks and Open Space, and, to the extent known, other pedestrian connections, as applicable;



1.1.8.1.4. Bike Facilities

- 1.1.8.1.4.1. Location, alignment and width of Class One bicycle facilities;
- 1.1.8.1.4.2. Location of on-street bike routes, bike lanes or routes shall be identified on plan views of roadways.

1.1.8.2. Utilities

Plans for utilities shall be submitted, which indicate the relationship of the Major Phase to the utilities serving the Project Site, including where relevant:

- 1.1.8.2.1. Separated sanitary sewer and storm drain facilities and combined sanitary and storm drain facilities, if applicable.

For informational purposes, a generalized graphic and narrative description of these facilities, as related to the location of the Major Phase and the specific sewer and storm drain collection and conveyance facilities to be installed, shall be submitted.

- 1.1.8.2.2. Low and high pressure water mains, suction inlets, if applicable, and reclaimed water facilities.

- 1.1.8.2.3. Joint trench – electric power, natural gas, telephone and data communications.

Anticipated corridors for these facilities to be shown on the Site Plan or on utility subset of the Site Plan.

- 1.1.8.3. Stormwater treatment program including location and size of street and park based facilities, and Major Phase Stormwater Control Plan consistent with SFPUC submittal requirements.

- 1.1.8.4. Status of overall development build-out of utilities in previous Major Phases, if any.

- 1.1.8.5. Proposed changes to the Infrastructure Plan attached to the DDA, if any, and the reason for the proposed changes.



### 1.1.9. Open Space Lots

A Major Phase Parks and Open Space Plan shall be submitted consisting of Schematic Design Documents for the Open Space Lots within the Major Phase, consistent with this DRDAP, the Phasing Plan, Infrastructure Plan, and Conceptual Parks and Open Space Master Plan, including concept level connections between Parks and Open Space within the applicable Major Phase and outside the Major Phase boundaries. Schematic Design Documents for Neighborhood Parks shall not be submitted as part of any Major Phase Application, but shall instead be submitted with the Sub-Phase Application for the Sub-Phase in which the Neighborhood Parks are included.

- 1.1.9.1. Context Plan at 1" = 100' scale indicating existing conditions on the site, including but not limited to the following:
  - 1.1.9.1.1. Existing structures and contours;
  - 1.1.9.1.2. Adjacent future Infrastructure i.e., water, sewer, electrical power, storm drains, etc.;
  - 1.1.9.1.3. Design constraints and opportunities including shadow and wind conditions that may suggest landscape opportunities or constraints (for example, related to the location of any proposed seating, special landscaping, etc.) based on existing sun/shadow diagrams and wind analysis. This provision is not intended to require studies beyond those otherwise available.
- 1.1.9.2. Site Plan at 1" = 50' scale illustrating schematic park designs including:
  - 1.1.9.2.1. Park program and location of facilities;
  - 1.1.9.2.2. Anticipated vehicular, bicycle and pedestrian circulation systems including parking;
  - 1.1.9.2.3. Active recreational uses;
  - 1.1.9.2.4. Proposed grading, landscaping and hardscape surface;
  - 1.1.9.2.5. Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing.



- 1.1.9.2.6. Schematic locations and sizes of all utility and drainage connections and other services requirements.
- 1.1.9.3. Description of how (1) the public streets impressed with the Public Trust conform to the Trust Streets Diagram attached to the Public Trust Exchange Agreement, and (2) the portions of such public streets adjacent to new development will be constructed prior to or concurrently with the construction of the adjacent new development as required under the Public Trust Exchange Agreement.
- 1.1.9.4. Isometric and/or perspective drawings or sketches sufficient to illustrate the general character of the open space, including its relationship to surrounding architecture.
- 1.1.9.5. A palette of open space materials and elements for use in expressing the particular character of the open space:
  - 1.1.9.5.1. Paving and construction materials;
  - 1.1.9.5.2. Plant materials;
  - 1.1.9.5.3. Site and street furniture;
  - 1.1.9.5.4. Lighting;
  - 1.1.9.5.5. Water features and related art work.

**1.1.10. Transfer or Subdivision Maps**

Copies of any Tentative Transfer Maps, Vesting Tentative Transfer Maps, Tentative Subdivision Maps, or Vesting Tentative Subdivision Maps that have been filed with the City that relate to the real property in the Major Phase Application.

**1.1.11. Geotechnical Report for the Entire Project Site**

Updates, if any, to the comprehensive site-specific geotechnical investigation report, covering the geological conditions of the entire Project Site prepared by a California Certified Engineering Geologist or California Registered Geotechnical Engineer and any plans prepared in compliance with the requirements of the San Francisco Building Code, the Seismic Hazards Mapping Act, and requirements contained in CGS Special Publication 117A "Guidelines for Evaluating and Mitigating Seismic Hazards in California" shall be submitted with each Major Phase Application.



**1.1.12. Associated Public Benefits**

A summary of compliance with the Schedule of Associated Public Benefits and a description of the substance and the anticipated timing of the community benefits, including any payments or obligations to be fulfilled, in the Major Phase in accordance with the DDA.

**1.1.13. Project MMRP**

A report regarding compliance with the Project MMRP, and a description of the substance and timing of the Mitigation Measures to be completed during the Major Phase.

**1.1.14. Insurance Requirements**

Insurance requirements applicable to the Major Phase proposed by Developer in accordance with Section \_\_\_ of the Conveyance Agreement.

**1.1.15. Updated Pro Forma**

An updated Pro Form meeting the requirements of Section \_\_ of the Financing Plan.

**1.2. Sub-Phase Applications**

Sub-Phase Applications submitted to the Authority shall be in the form of six (6) hard copies and one (1) digital file. A Sub-Phase Application builds off the information of an Approved Major Phase, providing greater detail of the Infrastructure, Associated Public Benefits and vertical development plans, and shall include the following documents:

**1.2.1. Written Narrative Statement**

- 1.2.1.1. Each submittal shall include a written statement regarding (a) the proposed land-use program; (b) conformance with the Design for Development and the Major Phase Approval; (c) a description of the proposed Infrastructure, Associated Public Benefits, and Developer's obligations under the Housing Plan to be completed within the Sub-Phase; (d) a detailed written description of any proposed change to the substance or timing of development of the Sub-Phase, including but not limited to any boundary change, from what was previously in the Major Phase Approval for that Sub-Phase, and an explanation for the proposed change (or, if there are no proposed changes, a statement of such fact); (e) a detailed written description of any proposed changes to the Phasing Plan and an



explanation of the consistency of the proposed change with the Phasing Goals; (f) the status of overall development build-out for previous Sub-Phases in the applicable Major Phase, if any.

**1.2.2. Schedule of Performance**

Each submittal shall include a report regarding compliance with the Schedule of Performance and a proposed Schedule of Performance that includes the dates by which Developer shall Complete all of the Infrastructure for the Lots in the Sub-Phase, Complete all Associated Public Benefits and obligations under the Housing Plan and Complete all Improvements for the Open Space Lots . Any proposed change to the Schedule of Performance shall include a description of and explanation for the proposed change, including the extent to which any proposed changes are a result of Excusable Delay.

**1.2.3. Data Charts**

Data charts submitted should provide the following information including:

- 1.2.3.1. Program of uses and approximate aggregate square footage of each use by Lot.
- 1.2.3.2. If housing is included, a Housing Data Table, as described in the Housing Plan;
- 1.2.3.3. Approximate square footage of all proposed Lots.
- 1.2.3.4. Anticipated building heights, mass and bulk on a block by block basis, based on standards set forth in the Design for Development.
- 1.2.3.5. Approximate number of off-street automobile parking, car share spaces, bike parking, and loading spaces, including the remaining balance of residential automobile parking allowance to be carried over from the earlier Sub-Phases if applicable.
- 1.2.3.6. Sub-Phase aggregate development in relation to the Major Phase and the total allowable building program.
- 1.2.3.7. Status of overall development build-out for previous Sub-Phases, if any.



**1.2.4. Vicinity Plan**

In addition to the Site Plan covering the proposed development and the immediate area of the Sub-Phase, a diagrammatic Vicinity Plan should be submitted showing the Sub-Phase in the context of planned and existing Improvements:

- 1.2.4.1. Land uses on surrounding blocks;
- 1.2.4.2. Utilities, including interim facilities;
- 1.2.4.3. Vehicular, transit bicycle and pedestrian circulation;
- 1.2.4.4. Open Space Lots; and
- 1.2.4.5. Community Facilities.

If there are proposed changes to the location of these spaces the submittal should include a description of and explanation for the proposed changes.

**1.2.5. Transfer or Subdivision Maps**

Copies of any Transfer Maps or Final Subdivision Maps [**what about Tentative Maps?**] that have been filed with the City that relate to the real property in the Sub-Phase Application.

**1.2.6. Site Plan**

The Site Plan will pertain to the total area of development and improvement included in the Sub-Phase, including the development sites, required streets, Parks and Open Space and Infrastructure Improvements. A Site Plan or Plans as needed (at a scale of 1" = 100'), should indicate:

- 1.2.6.1. Location of potential uses;
- 1.2.6.2. General site circulation;
- 1.2.6.3. Sub-Phase blocks, approximate proposed parcel boundaries and dimensions;
- 1.2.6.4. Location of Auction Lots and JV Lots;
- 1.2.6.5. Location of Authority Housing Lots;
- 1.2.6.6. Proposed location of Community Facility Parcels and Community Facilities Space;



- 1.2.6.7. Illustrative examples of potential massing, height, and bulk of future buildings;
- 1.2.6.8. Planned public open space areas, within and surrounding the proposed Sub-Phase;
- 1.2.6.9. Private open space areas
- 1.2.6.10. Setback areas;
- 1.2.6.11. Diagram of proposed roads and sidewalks separating blocks; Public Alleys adjacent to Open Space Lots; and, to the extent known, any Private Alleys, mid-block connections or pedestrian connections;
- 1.2.6.12. Anticipated location of entrances to buildings, parking and loading facilities;
- 1.2.6.13. Identification of the streets in the Sub-Phase that will be impressed with the Public Trust consistent with the Public Trust Exchange Agreement;
- 1.2.6.14. Streetscape improvements consistent with the Streetscape Master Plan; and
- 1.2.6.15. Stormwater treatment measures.

If there are any changes from the Sub-Phase as described in the Major Phase Approval, the submittal should include a description of and explanation for the proposed changes.

#### **1.2.7. Transit and Transportation Plans and Documents**

50% Construction Documents for Infrastructure shall be submitted for transportation systems, including all Infrastructure to be developed in the Sub-Phase, and shall correspond to the Improvements to be provided with the applicable subdivision map.

##### **1.2.7.1. Transportation**

Plans submitted shall indicate the relationship of the Sub-Phase to the Major Phase and to the overall transportation system serving the Project Site. This may pertain to specific portions of these facilities to be constructed as a part of the Sub-Phase, and/or connections to facilities outside the boundaries of the Sub-Phase. For a particular Sub-Phase, the following shall be submitted as they relate to all public spaces within the Sub-Phase:



1.2.7.1.1. Transit

- 1.2.7.1.1.1. Narrative materials with a discussion of anticipated transit to serve the Sub-Phase;

1.2.7.1.2. Public Roadways

- 1.2.7.1.2.1. Plans of new or reconstructed streets including any new or reconstructed streets to be impressed with the Public Trust consistent with the Public Trust Exchange;
- 1.2.7.1.2.2. Plan views and road sections consistent with the Infrastructure Plan and the Public Trust Exchange, as applicable;
- 1.2.7.1.2.3. Plan view of recreational bike trails and, if applicable, any separate commuter bike routes;

1.2.7.1.3. Mid-Block Breaks

- 1.2.7.1.3.1. Approximate locations of mid-block alleys and pedestrian ways.
- 1.2.7.1.3.2. Assignment of mid-block break construction responsibility to adjacent lots(s).
- 1.2.7.1.3.3. Conceptual design for mid-block breaks or assignment of design responsibility to a designated adjacent lot.

Conceptual design of mid-block breaks as well as assignment of construction and design responsibility to adjacent owners may be subsequently modified by Developer or Vertical Developer in connection with a Schematic Design Documents Application and shall not require additional review or approval beyond the process set forth for Schematic Design Documents Applications.



1.2.7.1.4. Pedestrian routes and improvements

1.2.7.1.4.1. Sidewalk width and pedestrian amenities;

1.2.7.1.4.2. Approximate locations of Public Alleys adjacent to Open Space Lots, and, to the extent known, other pedestrian connections, as applicable.

1.2.7.1.4.3. Description of Streetscape Improvements consistent with the Streetscape Master Plan

**1.2.8. Infrastructure Plans and Documents**

The following plans and documents shall be submitted for Infrastructure to be developed in the Sub-Phase to the extent required below, and shall correspond to the Improvements to be provided with the applicable subdivision map.

1.2.8.1. Utilities. 50% Construction Documents for all utilities shall be submitted, along with a plan or narrative which indicates the relationship of the Sub-Phase to the Major Phase and to the utilities serving the Project Site, including where relevant:

1.2.8.1.1. Separated sanitary sewer and storm drain facilities and combined sanitary and storm drain facilities, if applicable. In addition, for informational purposes, a generalized graphic and narrative description of these facilities, as related to the location of the Sub-Phase within the Major Phase and the specific sewer and storm drain collection and conveyance facilities to be installed, shall be submitted.

1.2.8.1.2. Low and high pressure water mains, suction inlets, if applicable, and reclaimed water facilities.

In addition, for informational purposes, a generalized graphic and narrative description of these facilities, as related to the Sub-Phase within the Major Phase shall be submitted.



- 1.2.8.1.3. Joint trench – electric power, natural gas, telephone and data communications. In addition, anticipated corridors for these facilities shall be shown on the Site Plan or on utility subset of the Site Plan.
- 1.2.8.2. Proposed changes to the Infrastructure Plan, if any, and the reason for the proposed changes.
- 1.2.8.3. Stormwater Treatment Measures consistent with Major Phase Stormwater Control Plan and SFPUC requirements.
- 1.2.8.4. A description of the Pre-Sale Infrastructure and Post-Sale Infrastructure for the Sub-Phase.

**1.2.9. Sub-Phase Parks and Open Space documents**

Sub Phase Parks and Open Space documents shall be submitted consisting of 100% Design Development Drawings showing the following design elements for the Open Space Lots within the Sub-Phase, consistent with this DRDAP, the Phasing Plan, Infrastructure Plan, and Conceptual Parks and Open Space Master Plan.

- 1.2.9.1. Landscape architectural plans and sections at 1/16" = 1' or 1" = 20' at applicant's option and with details as appropriate, fixing locations and design of landscape elements, including the following:
  - 1.2.9.1.1. Paving, site furniture, stairs and other construction items;
  - 1.2.9.1.2. Grading and drainage;
  - 1.2.9.1.3. Planting;
  - 1.2.9.1.4. Irrigation;
  - 1.2.9.1.5. Lighting;
  - 1.2.9.1.6. Environmental Graphics and Signage;
  - 1.2.9.1.7. Fountains and related art works;
  - 1.2.9.1.8. Sidewalks, crosswalks and other street improvements, including ADA compliance;
  - 1.2.9.1.9. Service and vehicular access.



- 1.2.9.2. Plans, elevations and sections, including structural, mechanical, electrical and other plans, at 1/16" = 1' or 1" = 20', at applicant's option, and with details as appropriate, including plans, elevations and sections for all buildings or structures of 2,500 s.f. or less that will be located within the Open Space Lots.
- 1.2.9.3. Outline specifications.
- 1.2.9.4. Preliminary materials and color board.
- 1.2.9.5. Narrative summary of sustainability measures utilized, including LEED-ND checklist (or its equivalent) and/or green building specifications checklist, as applicable

**1.2.10. Cost Estimates**

Cost Estimates for 50% Construction Documents for Infrastructure and 100% Design Development Documents for Open Space Lots shall be submitted.

**1.2.11. Adequate Security**

Developer shall provide to the Authority a form of Corporate Guaranty or other Adequate Security in accordance with Section 26 of the DDA.

**1.2.12. Associated Public Benefits**

A summary of compliance with the Schedule of Associated Public Benefits and a description of the substance and the timing of the Associated Public Benefits to be provided in the Sub-Phase.

**1.2.13. Phasing Plan**

Within the Sub-Phase, any anticipated phasing of construction or temporary Improvements, including temporary or interim parking facilities, construction staging areas, and interim infrastructure, if any, shall be indicated. If there are any changes from the Phasing Plan, the submittal should include a description of and explanation for the proposed changes, including the reason for the change and compliance with the Phasing Goals.

**1.2.14. Project MMRP**

A report regarding compliance with the Project MMRP, and a description of the substance and timing of the Mitigation Measures to be completed during the Sub-Phase. The Executive Director shall



review such report to ensure compliance with CEQA and the Project MMRP.

**1.2.15. Re-Evaluation of Excess Land Appreciation Structure and Re-Setting of Minimum Bid Prices**

Developer, at its option, may include a submittal supporting a re-evaluation of the Excess Land Appreciation Structure approved as part of the applicable Major Phase. In addition, under certain circumstances described in Section \_\_ of the DDA, Minimum Bid Prices for Residential Auction Lots and Non-Critical Commercial Lots will be re-set. In either such event, the procedures for approval of the Major Phase Decisions set forth in the DDA shall apply to approval of the revised Excess Land Appreciation Structure or Re-Setting of Minimum Bid Prices, as applicable. ]

**1.3. Vertical Applications – Schematic Design Applications**

Schematic Design Documents Applications submitted to the Authority shall be in the form of four (4) hard copies and one (1) digital file. A Schematic Design Documents Application shall include the following documents.

**1.3.1. Written Statement**

A written statement of proposal shall describe whether the Building Permit process or Site Permit process will be utilized. The written statement shall expand on the statements in the Major Phase and Sub-Phase Applications regarding design strategy, size and use of the facilities provided, conformance with the Design for Development, sustainability measures to be considered with the addition of the structural system, principal building materials and floor area calculations.

**1.3.2. Data Chart**

- 1.3.2.1. Location and approximate square footage of particular land uses.
- 1.3.2.2. If housing is included, a Project Data Table, as described in the Housing Plan.
- 1.3.2.3. Automobile and bicycle parking provided, and the number of loading spaces.
- 1.3.2.4. Building dimensions and conformance with Design for Development Standards in the form of the Design for Development Checklist attached hereto as Exhibit 4.



1.3.3. Schematic Drawings

The Schematic Drawings shall include:

- 1.3.3.1. Site plan at appropriate scale showing relationships of buildings with their respective uses designating open spaces, terraces, landscaped areas, walkways, loading areas, streets, water elements, and adjacent uses. Adjacent existing and proposed street, structures, parks, and mid-block breaks should also be shown. Scale: minimum  $1/16'' = 1'$ . Site Plans for the Neighborhood Towers shall show the relationship of the Neighborhood Tower to the Neighborhood Park.
- 1.3.3.2. A description of any stormwater treatment measures proposed for the parcel, including the location and size of facilities.
- 1.3.3.3. Site sections showing height relationships of those areas noted above. Scale: minimum  $1/16'' = 1'$ .
- 1.3.3.4. Building plans (typical floor plans, ground plane plans, roof plans), elevations and sections sufficient to describe the development proposal, the general architectural character, and materials proposed at appropriate scale to fully explain the concept. Scale: minimum  $1/8'' = 1'$ .
- 1.3.3.5. Isometric or axonometric drawings to illustrate overall project and the building dimensions, bulk, setbacks, stepbacks, and streetwall. If the building is on YBI, drawings must demonstrate that the building conforms to the height limits set forth in the Public Trust Exchange Agreement.
- 1.3.3.6. Detailed study materials as needed to examine critical urban design elements including building modulation and surface treatment, window systems, setback areas, building entries, parking and loading entries, retail storefronts, and rooftop elements.
- 1.3.3.7. Conceptual design of mid-block breaks if applicable, including landscaping plans, travel way dimensions, sections, planting materials, furnishing, lighting and paving materials selection.

Additional materials to illustrate unique building design elements or demonstrate conformance with design guidelines.



**1.3.4. Sustainable Design Measures**

A description of the sustainable design measures and compliance with the Green Building Specifications, with a green building checklist and submittal requirements.

**1.3.5. Perspectives, Sketches and Renderings**

Perspectives, sketches, and renderings (and other appropriate illustrative materials acceptable to the Authority), as necessary to indicate the architectural character of the project and its relationship to the pedestrian level shall be submitted. Mid-rise and high-rise submittals must include multiple illustrations of the proposed building in relation to built and planned neighboring buildings.

**1.3.6. Wind Analysis**

A preliminary wind review by a qualified wind consultant, that includes findings based upon the exposure, massing and orientation of buildings, as to whether wind tunnel testing will be required. If testing is required, the Schematic Design Drawings Application shall not be deemed Complete until the wind tunnel test is performed and the Schematic Design Drawings are revised to incorporate feasible alterations into the building as recommended by the wind consultant, including building design or landscape features, and such feasible design alterations are shown to reduce the wind hazard as demonstrated by wind tunnel testing of the modified design.

**1.3.7. Bird Strike Measures** A written description of the measures and features of the building design that are intended to address potential impacts on birds, in compliance with Mitigation Measure M-BI-4a of the EIR.

**1.3.8. Samples**

Samples of proposed materials and exterior colors shall be submitted to the Authority in a manner to allow reviewing staff and members of the public to understand where materials are to be used and how they relate to each other. Sustainability and durability qualities of proposed materials shall be outlined.

**1.3.9. Historic Rehabilitation**

For Historic Resources listed on the National Register, the Schematic Design Application shall include (i) a description and legend signifying what aspects of the existing structure are historic fabric; (ii) description of any proposed demo or modification of the historic features; (iii) descriptions of proposed new additions, modifications or



restored elements or features and (iv) a description of proposed treatment methods.

**1.3.10. Architectural Diversity**

In order to confirm that Developer and Vertical Developers are complying with Section \_\_ of the Vertical DDA (requiring that no more than 50% of Residential Lots within any Major Phase be designed by the same architectural firm), Vertical Developers shall submit the name of the design architect for the building. A Vertical Developer's Design Application shall not be Complete if Vertical Developer's design architectural firm has designed or is designing 50% or more of the Lots in the Major Phase, unless waived by the Executive Director in his or her sole and absolute discretion.

**1.4. Vertical Applications - Design Development Applications (or Design Development Addenda under the Site Permit Process)**

The Design Development Application shall include 40% working drawings that cover the following design elements:

**1.4.1. Site plans showing where applicable:**

1.4.1.1. Building relationships to landscaped areas, parking facilities, loading facilities, roads, sidewalks, mid-block connections, any transit facilities, and both public and private open space areas. All land uses within the subject parcel shall be designated. Streets and points of vehicular and pedestrian access shall be shown, indicating proposed new paving, planting and lighting if applicable.

1.4.1.2. All utilities or service facilities which are a part of or link this project to the public infrastructure shall be shown.

1.4.1.3. Grading plans depicting proposed finish site elevations.

1.4.1.4. Site drainage and roof drainage.

1.4.1.5. Required connections to existing and proposed utilities.

1.4.1.6. All existing structures adjacent the site.

1.4.2. Building floor plans and elevations including structural system, at an appropriate scale (1/8" = 1' minimum).

1.4.3. Building sections showing typical cross sections at an appropriate scale, and in particular indicating street walls and adjacent open



spaces, relationship of ground floor uses to pedestrian outdoor areas, and including mechanical equipment.

- 1.4.4. Building details of entries, stoops, window systems, exterior surfaces, bays, decks, lobbies, storefronts, and roof top screening.
- 1.4.5. Landscape design plans showing details of landscape elements including walls, fences, planting, outdoor lighting, ground surface materials. Appropriate reference to improvements in the City's right of way and/or mid-block breaks shall be shown.
- 1.4.6. Drawings showing structural, mechanical and electrical systems.
- 1.4.7. Materials and colors samples as they may vary from those submitted for Schematic Design approval.
- 1.4.8. Sign locations and design.
- 1.4.9. Outline specifications for materials and methods of construction.
- 1.4.10. Roof plan showing location of and screen design for all rooftop equipment; and roof drainage.

**1.5. Vertical Applications - Construction Documents**

Except as otherwise provided for in Section 1.4 above for the Design Development Addenda, the Construction Documents shall comply with the requirements of the City's Department of Building Inspection, including Site Plans and Construction Drawings and Specifications ready for bidding. In addition, the applicant shall submit a presentation of all exterior color schedules including samples, if appropriate, and design drawings for all exterior signs and graphics before completed construction.



**EXHIBIT 3**

**Documents to be Submitted for Streetscape Master Plans, Conceptual Parks and Open Space Master Plan and Signage Master Plans**

**1.1. Streetscape Master Plans.**

Building off the standards and guidelines of the Design for Development documents, the Streetscape Master Plans shall be applicable only to streets that will be dedicated to the Authority or the City and publicly owned, and will consist of concept level plans that include, at a minimum, the following:

- 1.1.1. Street Trees. The Streetscape Master Plan will depict the types of street tree species proposed (and alternate species), general location, frequency and spacing of tree plantings, planting size, specifications for tree wells, and relationship to the street hierarchy.
- 1.1.2. Landscaping. The Streetscape Master Plan will depict typical locations for additional landscaping along sidewalks, in medians, or other areas of the right-of-way including design concepts, and species palette concepts.
- 1.1.3. Lighting. The Streetscape Master Plan will describe lighting fixture types, general location and frequency.
- 1.1.4. Street Furnishings. The Streetscape Master Plan will describe examples of selection of street furnishings including benches, trash/recycling receptacles, railings, bollards, newspaper racks, bicycle racks and kiosks. The Streetscape Master Plan will identify the general location, frequency and types of furnishing including typical streets and special installations at activity centers. Locations of and materials for transit facilities shall be coordinated with MTA.
- 1.1.5. Sidewalk Treatment. The Streetscape Master Plan will depict generally the sidewalk treatment, including surface materials, scoring patterns, curb ramp designs, and special treatments for boulevards and retail streets.
- 1.1.6. Paving, Striping and Curbing. The Streetscape Master Plan will depict generally the paving, striping, crosswalk and curbing features including traffic calming measures and special intersection treatments.
- 1.1.7. Stormwater Treatment Measures. The Streetscape Master Plan will depict generally the stormwater treatment measures and concepts that are within the public right of way.
- 1.1.8. Utilities. The Streetscape Master Plan will describe generally the preferred locations for utility boxes and vaults. The Streetscape



Master Plan shall provide designs for appropriate vault covers and control boxes where applicable.

The Streetscape Master Plan shall describe the overall circulation plans, land uses, street hierarchy and specific streetscape responses to the street typologies. Plans shall be described and illustrated with typical plans, and sections of each street in the applicable Project Area. Areas of special treatment or unique configurations shall be described in greater detail. Detailed studies and images of selected materials, furnishings, trees, and plant species shall be provided. Conceptual details of installation standards should be provided where appropriate.

## **1.2. Conceptual Parks and Open Space Master Plan**

Building off the standards and guidelines of the Design for Development document, the Conceptual Parks and Open Space Master Plan shall be applicable to the Open Space Lots and will consist of concept level plans for the parks that include, at a minimum, the following:

- 1.2.1. A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for each park and open space area;
- 1.2.2. An illustrative site plan to scale showing;
  - 1.2.2.1. Conceptual circulation systems (vehicular, bicycle and pedestrian) including parking;
  - 1.2.2.2. Conceptual grading and drainage;
  - 1.2.2.3. Generalized locations of active and passive recreational areas; park elements and facilities;
  - 1.2.2.4. Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas;
  - 1.2.2.5. Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing.
- 1.2.3. Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities;
- 1.2.4. Image “boards” showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.



**1.3. Signage Master Plan.**

Building off the standards and guidelines of the Design for Development documents, the Signage Master Plans shall be concept level plans that include, at a minimum, signage controls governing program area, text size and design, or volume dimensions or limitations, and a description of any uniform signage features proposed for the plan area or, at Developer's option, as to those land use categories permitted in the first Sub-Phase of the Initial Major Phase. Uniform signage features for any remaining land use categories would then be submitted as part of the first Sub-Phase Application that includes such categories. All signage in the public areas of the Project Area including temporary signs; parking and other wayfinding signs; kiosks, streetscape commercial signage, and street furniture-related commercial signage; but excluding standard street signs or park signage; shall be covered by the appropriate Signage Master Plan.



**EXHIBIT 4**

**Design for Development Conformance Checklist**











































